

**LAKE LURE TOWN COUNCIL
WORK SESSION AND ACTION
MEETING PACKET**

Tuesday, August 28, 2024
8:30am



**Mayor Carol C. Pritchett
Mayor Pro Tem David DiOrio
Commissioner Patrick Bryant
Commissioner Scott Doster
Commissioner Jim Proctor**

**TOWN OF LAKE LURE
REGULAR TOWN COUNCIL WORK SESSION
AND ACTION MEETING**

Wednesday, August 28, 2024 at 8:30 a.m.

Lake Lure Municipal Center



Agenda

- I.** Call to Order
- II.** Agenda Adoption
- III.** Public Comment
- IV.** Review Draft Workforce Housing Conceptual Site Plan - Page 4
- V.** Review Proposed Lake Lure Tours Concession Pricing for the 2025 Season - Page 6
- VI.** Consider Lease Amendment for 2654 Memorial Highway - Page 7
- VII.** Update and Discussion Regarding Request for Easement from Camp Lurecrest - Page 42
- VIII.** Continue Discussions Regarding Public Works Building - Page 4
- IX.** Consider Approval of Easement and Consent of Lessee Form with Duke Energy - Page 56
- X.** Consider Approval of Agreement for Flock Safety Camera System - Page 60
- XI.** Review Short Term Rental Advisory Board Applications - Page 65
- XII.** Consider Approval of Public Services Administrative Support Specialist/GIS Technician Position Description - Page 103
- XIII.** Town Manager/Project Updates - Page 107
- XIV.** Closed Session (in accordance with G.S. 143-318.11(a) (5) for the purpose of discussing property acquisition or employment contracts)
- XV.** Adjournment

III

PUBLIC COMMENT

The public is invited to speak. Please keep comments limited to three minutes or less. Comments may also be submitted in writing to the Town Clerk, ewillette@townoflakelure.com, at least one hour prior to the meeting.

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: August 28, 2024**

SUBJECT: Review Draft Workforce Housing Conceptual Site Plan

AGENDA INFORMATION:

Item Number: IV
Department: Administration
Contact: Olivia Stewman, Town Manager
Presenter: David Odom, PE, Odom Engineering

BRIEF SUMMARY:

An ongoing need for the Town of Lake Lure is increased housing for the workforce that supports the community. The Town has been in the process of working with Foothills Regional Commission and Gateway Wellness Foundation to make the goal of having workforce housing a reality. Previously, Town property on Island Creek Road adjacent to Lake Lure Classical Academy was identified as an ideal location for workforce housing. Since, the Town has been working with Odom Engineering to create a conceptual site plan. Mr. David Odom will present the current conceptual site plan draft to Town Council.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

N/A

ATTACHMENTS:

Draft Conceptual Site Plan for Workforce Housing

STAFF'S COMMENTS AND RECOMMENDATIONS:

N/A

Drawing name: Z:\2024\24163 - GATEWAY LAKE LURE TOWNHOMES (NEIL GURNEY)\DWG\24163_BASE_081524.dwg Plotted on: Aug 21, 2024 - 2:18pm

SITE DATA

TOTAL LOT AREA 115.26 ACRES
 EXISTING USE UNDEVELOPED TRACT
 SINGLE FAMILY HOMES 12
 TOWNHOMES 24

JOB NUMBER:
 24163

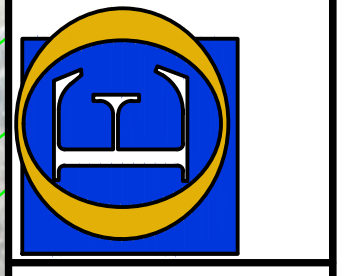
REV	DATE	DESCRIPTION
1		
2		
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8		

I HEREBY CERTIFY THAT THIS PLAN AND SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT OR ENGINEER UNDER THE LAWS OF THE STATE OF NORTH CAROLINA AS SIGNIFIED BY MY HAND AND SEAL.

NOT FOR CONSTRUCTION

SITE DEVELOPMENT PLANS FOR
 GATEWAY TOWNHOMES
 LAKE LURE RUTHERFORD COUNTY, NC
 OVERALL

Odom Engineering PLLC
 100 Oak Street, Forest City, N.C. 28043
 PH: 828.247.4496 FAX: 828.247.4498
 www.odomeng.com



SCALE: 1" = 50'
 DATE: 07/23/24
 DRAWN BY: BSR
 CHECKED BY: DWO
 PROJECT MGR: BSR
 SHEET:
 1 of X



**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: August 28, 2024**

SUBJECT: Proposed Lake Lure Tours Concession Pricing for the 2025 Season

AGENDA INFORMATION:

Item Number: V
Department: Administration
Contact: Keaton Nickelsen & Tyler Caswell, Ridgeline Investment Partners
Presenter: Keaton Nickelsen & Tyler Caswell, Ridgeline Investment Partners

BRIEF SUMMARY:

Per the concession agreement, Lake Lure Tours has provided the Town with their proposed fee structure for the 2025 season.

Current pricing is as follows:

Current Tours Pricing:

Adult: \$20.00
Child: \$10.00
Child (Below X): \$0.00
Senior: \$18.00
Bus (Group) Tour (10+ Tickets): \$17.00

Current Beach Tickets Pricing:

Adult: \$10.00
Child: \$8.00
Senior: \$9.00

LLT is requesting the following pricing for the 2025 season:

Proposed Tours Pricing:

Adult: **\$24.00**
Child: \$10.00
Child (Below X): \$0.00
Senior: \$18.00
Bus (Group) Tour (10+ Tickets): **\$20.00**

Proposed Beach Tickets Pricing:

Adult: **\$12.00**
Child: \$8.00
Senior: \$9.00

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve the Proposed Lake Lure Tours Concession Pricing for the 2025 Season.

ATTACHMENTS:

N/A

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends approval.

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: August 28, 2024**

SUBJECT: Consider Lease Amendment for 2654 Memorial Highway

AGENDA INFORMATION:

Item Number: VI
Department: Administration
Contact: William Morgan, Town Attorney
Presenter: William Morgan, Town Attorney

BRIEF SUMMARY:

Mr. Brock and Mr. Oppliger have requested an amendment to their lease for 2654 Memorial Highway in order to receive an ABC liquor permit. This amendment includes the removal of Lake Lure Rowing Club from the lease. Attorney William Morgan has advised that this could be done either by having two leases (Suite A and Suite B) or by allowing Lake Lure Rowing to act as a sublet to Second Mountain LLC with a standalone concession agreement.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve Lease Amendment for 2654 Memorial Highway.

ATTACHMENTS:

Draft Suite A Lease; Draft Suite B Lease and Concession Agreement; Draft Sublet Option

STAFF'S COMMENTS AND RECOMMENDATIONS:

Mr. Morgan advises that it may be a cleaner approach would be to have one lease between the Town and Second Mountain LLC that recognizes and approves of one sublet area (the fitness studio) to Lake Lure Rowing LLC.

STATE OF NORTH CAROLINA

COUNTY OF RUTHERFORD

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into this ____ day of _____, 2024, by and between TOWN OF LAKE LURE, a North Carolina municipality ("Landlord"), and SECOND MOUNTAIN LLC ("Tenant"), ~~and Lake Lure Rowing Club, LLC. ("Tenant")~~ ;

WITNESSETH THAT:

Upon the terms and conditions hereinafter set forth, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord certain real property referred to below as the Premises, all as follows:

1. PREMISES. The real property hereby leased to Tenant consists of that certain real property and improvements located thereon having a street address of 2654 MEMORIAL HWY, Suite A, Lake Lure, Rutherford County, North Carolina and a Parcel number of 1616937, ~~and portions of~~ (the "Premises").
2. TERM. The term of this Lease, subject to prior termination as provided herein, shall commence on May 1, 2024 (the "Commencement Date") and end on April 30, 2029 at 5:00 p.m. local time (the "Expiration Date"). The Tenant shall have one additional 5 year option which shall be automatically exercised unless the Tenant provides notice at least 180 days prior to the Expiration Date of their intent not to exercise the option.
3. SECURITY DEPOSIT. Tenant shall deposit with Landlord the sum of \$4000 and No/100 Dollars (\$), which amount will serve as security for the full and faithful performance by Tenant of all the terms, covenants and conditions of this Lease to be performed by Tenant, against which sum Landlord is authorized to charge any damages it may sustain as the result of the failure of Tenant to fully and faithfully perform all of said terms, covenants and conditions. At the termination of this Lease, any unused portion of said sum shall be returned to Tenant, but only after an inspection of the Premises has been made by Landlord after vacation thereof by Tenant and application of the deposit as allowed hereunder and by North Carolina law. Tenant shall not be credited with or entitled to any interest on its security deposit.
4. RENT ~~and CONCESSION AGREEMENT~~. Beginning on July 1, 2024 , and continuing on the first (1st) day of each month thereafter throughout the Term, Tenant shall pay monthly rent to Landlord in the initial amount of \$4000 and No/100 per month for the use of the building plus the amortized payment for the deck structure as provided for in paragraph 7(a) which is currently \$300.00 per month. Suite A is responsible for \$3,218.00 per month and Suite B is responsible for \$1,082.00 per month.- In the event Suite B is vacated by Lake Lure Rowing, LLC, Second Mountain shall be solely responsible for the entire \$4000.00 per month and the amortized payment for the deck structure until paid (\$300.00 per month) for a total of \$4,300.00 per month. and a 15% concession agreement payment based on gross receipts for revenue generated via Tenant's rowing operations and rentals, paid to the town monthly. However, the total of annual concession payments will be no less than \$6000. If by the end of the year, total concessions for the year do not meet or exceed \$6000, the tenant shall be responsible for a final concessions payment amount necessary to ensure that the annual concessions payment is no less than \$6000.

~~The 15% of gross receipts from concession revenue will be generated by:~~

~~(A) Rowing and paddling equipment rental; and~~

~~(B) guide services; and~~

~~(C) large rowing-based events~~

~~The Tenant shall remit the payment of the concessions to the Landlord on the first of the month. Payment shall be accompanied by sufficient documentation of record of sales and receipts related to the concession agreement. (Refer to Section 19.2 for rental payment address.)~~

~~The Landlord shall have the right to inspect accounting and tax records upon demand for financial information related to the concession payments. Tenant shall permit the Town or its duly authorized representative to inspect and audit appropriate books and records at any reasonable time during normal business hours after giving Tenant at least twenty four (24) hours' notice of the time and day of such inspection and audit.~~

The rent payment for the use of the building will be adjusted annually at a 2% increase.

5. TAXES AND ASSESSMENTS. Landlord shall list the Premises for real property taxes and pay all tax assessments of whatever kind or nature assessed against the Premises, excluding, however, any tax assessed against leasehold improvements made by Tenant. Tenant shall list for taxes and pay all tax assessments of whatever kind or nature assessed against or on Tenant's furnishings, inventory, equipment, leasehold improvements, and other property situated or placed upon, in, or about the Premises.

5. UTILITIES. Tenant shall be responsible for payment of and shall contract directly with the providers of any utility services to be provided to the Premises.

6. USE OF PREMISES. The Premises shall be used by Tenant solely for approved Permitted Uses subject to any zoning and other required approvals. The building will be used as a year-round, lakefront market offering a coffee and juice bar, baked goods, gourmet deli, craft beer and spirits, wine cellar, sundries, gifts, outdoor equipment, and gourmet ice cream. The market will also have a variety of things such as local meats and seafood along with local produce from area farms. *Additionally, one area of the building may be designated as a private fitness studio (Suite B).* Other uses would be things such as wine tastings, live music and other unique activities outside of the building, the property will be used for offering non-motorized boat rentals, fishing tours and other outdoor activities as described in the Lease and Concession Agreement of even date herewith, between the Town of Lake Lure and Lake Lure Tours, LLC. outlined in section 4. subject to any zoning and other required approvals. Tenant shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord. All facilities, structures, and improvements, both temporary and permanent, will only be commenced after the Tenant has received approval from the Landlord. Tenant at all times shall fully and promptly comply with all laws pertaining to the Premises and Tenant's business operations thereon, including, but not limited to, such as shall relate to the cleanliness, safety, occupancy and use of the Premises and the nature, character and use of the Premises. Tenant, at its sole cost, shall be permitted to erect signs at the Premises so long as same comply with all applicable laws and ordinances.

~~All non-motorized craft that are associated with the concessions agreement will be commercially permitted through the Town of Lake Lure.~~

7. LANDLORD RESPONSIBILITIES:

- (A) The Landlord shall be responsible for the construction of a deck to be built on the rear of the building. Dimensions to be finalized on Mike Williams' full review of any pertinent setbacks. The Landlord will provide an allowance of up to \$5,000 towards the cost of this deck. All remaining costs of the deck will be amortized over the rental payments made in the first 5 year term, said payments to be calculated upon the total costs of the deck being determined.
- (B) Landlord will add up to four additional parking spaces adjacent to the current side-building parking. Contingent on approval by the Community Development Department.
- (C) To provide horizontal grooves into the existing concrete boat ramp for safer use by non-motorized craft guests.

8. EXAMINATION OF PREMISES. The Premises have been delivered to Tenant with all building systems working properly. Tenant has examined the Premises and Tenant's execution of this Lease shall constitute conclusive evidence that as of the date hereof the Premises are in good order and satisfactory condition.

9. MAINTENANCE AND REPAIRS. Landlord shall maintain, in good condition, the structural parts of the Premises, which shall include only the foundations, bearing and exterior walls (excluding glass), subflooring and roof, the unexposed electrical, plumbing and sewerage systems, including without limitation, those portions of the systems lying outside the Premises, exterior doors (excluding glass), window frames, gutters and downspouts on the Building. Routine maintenance and repair of heating and air conditioning, including bi-annual service checks and normal change of furnace filters, shall be the responsibility and be done at the cost of the Lessee. Lessee shall maintain a preventive maintenance contract to service the HVAC system including all evaporative cooling units, if any, on a bi-annual basis. Lessor will pay and assume all costs of major repairs in excess of Five Hundred Dollars (\$500.00) per repair, and costs of replacement for HVAC equipment only; provided, however, the cost of any work required due to damage caused by Tenant, or its agents shall be paid by Tenant. Except as provided above, Tenant shall maintain and repair the Premises in good condition, ordinary wear and tear excepted, including, without limitation, maintaining and repairing all interior walls, floors, ceiling, interior doors, exterior and interior windows, landscaping and fixtures as well as damage caused by Tenant, its agents, employees, invitees, or customers. Further, the Tenant shall make such alterations and improvements to the Premises as are required from time to time to cause the same to comply with Laws, to the extent attributable to the unique and specific use of the Premises by the Tenant.

10. WAIVER OF SUBROGATION. Neither Tenant nor anyone claiming by, through, under, or on Tenant's behalf shall have any claim, right of action, or right of subrogation against the Landlord for or based upon any loss or damage caused by fire, explosion or other casualty relating to the Premises or to any property upon, in or about the Premises, whether such fire, explosion or other casualty shall arise from the negligence of Landlord, its agents, representatives or employees, or otherwise.

11. INSURANCE/INDEMNIFICATION. (Insurance requirements subject to change or modification by the Town of Lake Lure Risk Management Specialist)

11.1 Property Insurance. Beginning with Tenants' commencement of pre-opening work within the building, which may pre-date the final approval of the lease by the Town Board, and thereafter throughout the Term, Tenant shall, at its sole expense, maintain in effect a fire insurance policy with extended coverage insuring against loss or damage to the Premises in amounts and with companies as Landlord reasonably approves. Tenant shall maintain and care for its personal property on the Premises, insure the same to such extent as it deems appropriate, and shall neither have nor make any claim against Landlord for any loss or damage to the same, regardless of the cause thereof.

11.2 Liability Insurance. Throughout the Term, Tenant shall, at its sole expense, maintain in effect a general public liability policy with coverage of at least 2 Million and No/100 Dollars (\$ 2,000,000.00) per occurrence and at least 2 Million and No/100 Dollars (\$ 2,000,000.00) in the aggregate.

11.3 Evidence of Required Coverage. Prior to the Commencement Date, Tenant shall provide Landlord with copies of the insurance policies required to be maintained pursuant to Sections 11.1 and 11.2 above, together with evidence of payment of all premiums therefore. At least fifteen (15) days prior to the expiration or termination date of either such policy, the Tenant shall deliver to the Landlord a renewal or replacement policy with proof of payment of the premium therefore. Landlord shall be named as an additional insured under each policy as follows:

Town of Lake Lure

Attn: Olivia Stewman

Town Manager

P.O. Box 255

Lake Lure, NC 28746

11.4 Indemnification. Tenant shall indemnify and save the Landlord harmless from and against all claims, actions, damages, liability and expense in connection with loss of life, bodily injury, personal injury and damage to property occurring in or about, or arising out of, the Premises occasioned wholly or in part by any act or omission of the Tenant, its agents, licensees, contractors, customers, invitees or employees.

In case the Landlord shall be made a party to any litigation commenced by or against Tenant, its agents, contractors, customers or employees by reason of the Tenant's actions, the Tenant shall protect, indemnify and hold the Landlord harmless and pay all damages, costs, expenses and reasonable attorneys' fees incurred or paid by the Landlord in connection with such litigation.

12. CARE/RETURN OF PREMISES.

12.1 Care of Premises. Tenant shall not permit, allow or cause any act or deed to be performed upon, in or about the Premises that shall cause or be likely to cause injury to any person or to the Premises. Tenant shall at all times keep the Premises in a neat and orderly condition. Tenant agrees to take reasonable care of the Premises and agrees to pay for all repairs to the Premises necessitated by the fault of Tenant, its employees, agents, customers or guests. Tenant shall store all trash and garbage within appropriate containers at the Premises and shall provide for prompt and regular removal thereof.

12.2 Return of Premises. Upon the termination of this Lease, Tenant shall return the Premises to Landlord substantially in the same condition as received, ordinary wear and tear excepted.

13. HOLDING OVER. In the event Tenant remains in possession after the expiration of the Term without the execution of a new lease, Tenant shall not acquire any right, title or interest in or to the Premises. In such event, Tenant shall occupy the Premises as a tenant from month-to-month at a new monthly Rent equal to 150% of the monthly Rent for the last month of the Term, and shall otherwise be subject to all of the conditions, provisions and obligations of this Lease insofar as the same shall be applicable. Notwithstanding the above, Landlord shall have the right to summary ejection of Tenant as provided by law.

14. ASSIGNMENT AND SUBLEASE. Tenant may not assign or encumber this Lease and may not sublet all or any part of the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld.

15. DEFAULT/REMEDIES.

15.1 Default. If one or more of the following events (collectively, "Events of Default") shall occur and shall continue for such time after notice required to be given is given as hereinafter provided, to-wit:

(A) If Tenant shall fail to pay any rent or any other sum due in accordance with the terms of this Lease and such default shall continue for a period of five (5) days after such payment is due hereunder; or

(B) if Tenant shall fail to keep or perform or abide by any other term, condition, covenant or agreement of this Lease, and such default shall continue for a period of thirty (30) days after written notice to Tenant thereof; or

(C) If Tenant shall file a petition in bankruptcy or take or consent to any other action seeking any such judicial decree or shall make any assignment for the benefit of its creditors or shall admit in writing its inability to pay its debts generally as they become due, or if any court of competent jurisdiction shall enter a decree or order adjudicating it bankrupt or insolvent, or if any trustee or receiver for Tenant or for any substantial part of its property be appointed, or if any person shall file a petition for involuntary bankruptcy against Tenant and such appointment or petition shall not be stayed or vacated within sixty (60) days of entry thereof; or

(D) If Tenant's interest in this Lease or the Premises shall be subjected to any attachment, levy or sale pursuant to any order or decree entered against Tenant in any legal proceeding and such order or decree shall not be vacated within thirty (30) days of entry thereof; or

(E) If Tenant shall use the property for any use other than the Permitted Use(s):

then and in any such event Landlord, without declaring a termination of this Lease (which right is, however, unconditionally reserved), may at its election exercise one or more of the remedies contained in Section 15.2 herein, in addition to any other remedies available to Landlord at law, in equity or pursuant to the terms of this Lease;

15.2 Remedies Upon Default.

(A) Upon the occurrence of any Event of Default as set forth above, Landlord shall have the right, at its option, to utilize any one or more of the following rights:

(i) Landlord, with or without terminating this Lease, immediately or at any time thereafter, may make any payment required of Tenant and/or re-enter the Premises and correct or repair any condition which

shall constitute a failure of Tenant's part to keep or perform or abide by any term, condition, covenant or agreement of this Lease. Tenant shall reimburse and compensate Landlord as additional rent within fifteen (15) days after delivery of any statement to Tenant by Landlord for any expenditures made by Landlord in making such payment and/or corrections or repairs.

(ii) Landlord, with or without terminating this Lease, immediately or at any time thereafter, may demand in writing that Tenant vacate the Premises. Tenant shall vacate the Premises and remove therefrom all property thereon belonging to Tenant within three (3) days of receipt by Tenant of such notice from Landlord, whereupon Landlord shall have the right to re-enter and take possession of the Premises.

(iii) Landlord, with or without terminating this Lease, immediately or at any time thereafter, may re-enter the Premises and remove Tenant therefrom and all property belonging to or placed on the Premises by, at the direction of, or with the consent of Tenant.

(iv) Landlord, with or without terminating this Lease, immediately or at any time thereafter, may re-let the Premises for such time and at such rent and upon such other terms and conditions as Landlord in its sole discretion may deem advisable; and Landlord may make any alterations or repairs to the Premises which it may deem necessary or proper to facilitate such re-letting. Tenant shall pay all costs of such re-letting, including the cost of any such repairs to the Premises; and, if this Lease shall have not been terminated, Tenant shall continue to pay all rent due under this Lease up to and including the date of beginning of payment of rent by any subsequent tenant of the Premises, and thereafter Tenant shall pay monthly during the remainder of the term of this Lease the difference, if any, between the rent collected from any such subsequent tenant or tenants and the rent reserved in this Lease, but Tenant shall not be entitled to receive any excess of any such rents collected over the rents reserved herein.

(v) Landlord, immediately or at any time thereafter, may terminate this Lease without notice or demand to vacate the Premises. This Lease shall be deemed to have been terminated upon receipt by Tenant of written notice of such termination, and upon such termination, Landlord shall have and recover from Tenant all damages Landlord may suffer by reason of such termination, including, without limitation, the cost (including legal expenses and reasonable attorneys' fees) of recovering possession of the Premises, and the cost of any repairs to the Premises which are necessary or proper to prepare the same for re-letting. In addition thereto, Landlord, at its election, shall have and recover from Tenant either (i) an amount equal to the excess, if any, of the total amount of all rents to be paid by Tenant for the remainder of the Term of this Lease over the then reasonable rental value of the Premises for the remainder of the term of this Lease, or (ii) the rents which Landlord would be entitled to receive from Tenant pursuant to the provisions of subsection (iv) above if the Lease were not terminated. Such election shall be made by Landlord's giving Tenant written notice thereof within thirty (30) days after the notice of termination.

(B) In the event of any re-entry of the Premises by Landlord pursuant to any of the provisions of this Lease, Tenant hereby waives all claims for damages which may be caused by such re-entry by Landlord, except such claims as arise from the gross negligence or willful misconduct of Landlord; and Tenant shall hold Landlord harmless from any loss, costs (including legal expenses and reasonable attorneys' fees) or damages suffered by Landlord by reason of such re-entry and storage of Tenant's property, if any. No such re-entry shall be considered or construed to be a forcible entry.

(C) Upon any breach of this Lease, regardless of whether such breach is, or becomes, an Event of Default, Landlord shall be reimbursed for any and all reasonable expenses incurred by Landlord, including legal expenses and reasonable attorneys' fees, in enforcement of the terms and provisions of this Lease if the Landlord is the prevailing party.

(D) The exercise by Landlord of any one or more of the remedies provided in this Lease shall not prevent the subsequent exercise by Landlord of any one or more of the other remedies herein provided. All remedies provided for in this Lease are cumulative and may, at the election of Landlord, be exercised alternatively, successively, or in any other manner and are in addition to any other rights provided by law.

16. COVENANT OF TITLE AND QUIET ENJOYMENT. Landlord covenants and warrants to Tenant that Landlord has full right and lawful authority to enter into this Lease for the Term hereof and that, provided Tenant is not in default hereunder, Tenant's quiet and peaceable enjoyment of the Premises shall not be disturbed by anyone claiming through Landlord.

17. INSPECTION. The Landlord at all times shall have the right to inspect and enter the Premises. Except in the case of emergencies, Landlord shall give Tenant reasonable prior notice of such entry.

18. BROKERS. Each party warrants that it has had no dealings with any broker in connection with the negotiations or execution of this Lease, and agrees to indemnify the other and hold it harmless from and against any and all cost, expense or liability for commissions or other compensation or charges claimed by any broker or agent acting with respect to this Lease.

19. MISCELLANEOUS. In the event that the Landlord discontinues using the existing police department boat house, this boat house and premises would become a part of the concession agreement section of this lease.

19.1 Interest and Late Charges. Any sums due to be paid by Tenant to or for the benefit of Landlord which are not paid when due shall bear interest from the due date to the date of payment at the maximum rate of interest allowed by law. In addition, the failure to pay any sums due by Tenant to or for the benefit of Landlord within ten (10) days after such sums are due hereunder shall entitle Landlord to collect a late payment charge from Tenant in the amount of 10% of rent due.

19.2 Notices. All notices and written consents required under this Lease shall be in writing and shall only be deemed properly served when served by actual hand delivery or when posted by certified United States mail, postage prepaid, return receipt requested, addressed to the party to whom directed at the following address or at such other address as may be from time to time designated in writing.

Notices to Landlord: Town of Lake Lure

P.O. Box 255

Lake Lure, NC 28746

Attn: Olivia Stewman, Town Manager

Email: ostewman@townoflakelure.com

(828) 625-9983 ext. 101

Payments to Landlord: Town of Lake Lure

Finance Department

PO Box 255

Lake Lure, N.C. 28746

Attn: Stephen Ford, Finance Director

Email: sford@townoflakelure.com

(828) 625-9983 ext. 102

Notices to Tenant: Second Mountain LLC, ~~Lake Lure Rowing Club LLC~~

Address: P.O Box 263, Bat Cave, NC, 28710

Attn: Paul Brock

Email: Paul.luredmarketandgrill@gmail.com

Notice shall be deemed served upon the earlier of actual receipt or the expiration of three (3) business days after posting.

19.3 Recording. This Lease shall not be recorded.

19.4 Additional Acts. Each party will execute and deliver all such other and additional instruments and documents and do all such other acts and things as may be necessary to more fully effectuate this Lease.

19.5 Entire Agreement. This Lease shall constitute the entire agreement of the parties; all prior agreements between the parties, whether oral or written, are merged herein and shall be of no force and effect. This Lease cannot be changed, modified or discharged other than by an agreement in writing, signed by the party against whom enforcement of the change, modification or discharge is sought.

19.6 Binding Effect. Each and all of the covenants, terms, provisions, and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Lease, their respective heirs, executors, administrators, legal representatives, successors and assigns.

19.7 Construction. This Lease, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of North Carolina.

19.8 Waiver. The delay or failure of Landlord to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Lease shall not prevent a prior or subsequent act, which would have originally constituted a violation, from having the effect of an original violation. Any waiver by Landlord of any breach or default by Tenant must be in writing and will be effective only to the extent specifically set forth in such writing.

19.9 Waiver. The delay or failure of Tenant to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Lease shall not prevent a prior or subsequent act, which would have originally constituted a violation, from having the effect of an original violation. Any

waiver by Tenant of any breach or default by Landlord must be in writing and will be effective only to the extent specifically set forth in such writing.

19.10 Severability. Every provision of this Lease is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder hereof.

20. Tenant, and all contractors, shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," and will provide documentation or sign affidavits or any other documents requested by Town demonstrating such compliance.

22. The sole and exclusive jurisdiction and venue for any action, suit or litigation arising from or related to this agreement shall be in the state courts located in the State of North Carolina. In the event that either party brings suit to enforce the terms of this Agreement, both parties consent and agree that jurisdiction for such action will lie only in the state courts sitting in Rutherford County, North Carolina.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the date and year first above written.

Landlord:

Town of Lake Lure,

By: _____
Carol Pritchett, Mayor

ATTEST: _____
~~Wendy Terry, Deputy Clerk~~ — Elba Willette, Town Clerk

(TOWN SEAL)

Tenant:

Second Mountain, LLC

By: _____

Name: _____

Title: _____

~~Lake Lure Rowing Club~~

By: _____

Name: _____

Title: _____

NOTARY ON FOLLOWING PAGE

NORTH CAROLINA

RUTHERFORD COUNTY

I, _____, a Notary Public in and for said County and State, do hereby certify that Carol C. Pritchett, Mayor of the Town of Lake Lure, and Wendy Terry, Deputy Clerk for the Town of Lake Lure, personally came before me this day and being duly sworn says each for herself that she knows the corporate seal of the Town of Lake Lure and that the seal affixed to the foregoing instrument is the corporate seal of the Town of Lake Lure, that Carol C. Pritchett, Mayor and Wendy Terry, Deputy Clerk subscribed their names thereto; that the corporate seal for the Town of Lake Lure was affixed thereto, all by virtue of a resolution or other official action of the Board of Commissioners, and that said instrument is the act and deed of the Town of Lake Lure.

IN WITNESS WHEREOF, I have set my hand and notarial seal this the ____ day of _____ 2024.

_____(OFFICIAL SEAL)

Notary Public:

Printed Name

Commission Expires: _____

NORTH CAROLINA

RUTHERFORD COUNTY

I, _____, Notary Public, do hereby certify that Paul Brock personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this ____ day of _____, 2024.

(Official Seal)

Official Signature of Notary

Notary's Printed or Typed Name

My commission expires: _____

~~NORTH CAROLINA~~

~~RUTHERFORD COUNTY~~

~~I, _____, Notary Public, do hereby certify that Wade Oppliger personally appeared before me this day and acknowledged the due execution of the foregoing instrument.~~

~~Witness my hand and official seal this _____ day of _____, 2024.~~

~~(Official Seal)~~

~~Official Signature of Notary~~

~~Notary's Printed or Typed Name~~

~~My commission expires: _____~~

STATE OF NORTH CAROLINA

COUNTY OF RUTHERFORD

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into this ____ day of _____, 2024, by and between TOWN OF LAKE LURE, a North Carolina municipality ("Landlord"), and ~~SECOND MOUNTAIN LLC ("Tenant")~~ and Lake Lure Rowing Club, LLC. ("Tenant") ;

WITNESSETH THAT:

Upon the terms and conditions hereinafter set forth, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord certain real property referred to below as the Premises, all as follows:

1. PREMISES. The real property hereby leased to Tenant consists of that certain real property and improvements located thereon having a street address of 2654 MEMORIAL HWY, Suite B, Lake Lure, Rutherford County, North Carolina and a Parcel number of 1616937 ~~and portions of~~ (the "Premises").
2. TERM. The term of this Lease, subject to prior termination as provided herein, shall commence on May 1, 2024 (the "Commencement Date") and end on April 30, 2029 at 5:00 p.m. local time (the "Expiration Date"). The Tenant shall have one additional 5 year option which shall be automatically exercised unless the Tenant provides notice at least 180 days prior to the Expiration Date of their intent not to exercise the option.
3. SECURITY DEPOSIT. Tenant shall deposit with Landlord the sum of \$4000 and No/100 Dollars (\$), which amount will serve as security for the full and faithful performance by Tenant of all the terms, covenants and conditions of this Lease to be performed by Tenant, against which sum Landlord is authorized to charge any damages it may sustain as the result of the failure of Tenant to fully and faithfully perform all of said terms, covenants and conditions. At the termination of this Lease, any unused portion of said sum shall be returned to Tenant, but only after an inspection of the Premises has been made by Landlord after vacation thereof by Tenant and application of the deposit as allowed hereunder and by North Carolina law. Tenant shall not be credited with or entitled to any interest on its security deposit.
4. RENT and CONCESSION AGREEMENT. Beginning on July 1, 2024 , and continuing on the first (1st) day of each month thereafter throughout the Term, Tenant shall pay monthly rent to Landlord in the initial amount of ~~\$1,082.004000~~ and No/100 per month for the use of Suite B (the portion of 2654 Memorial Highway used as a fitness studio/gym) of the building. ~~plus the amortized payment for the deck structure as provided for in paragraph 7(a)~~ and a 15% concession agreement payment based on gross receipts for revenue generated via Tenant's rowing operations and rentals, paid to the town monthly. However, the ~~total of total~~ annual concession payments will be no less than \$6000. If by the end of the year, total concessions for the year do not meet or exceed \$6000, the tenant shall be responsible for a final concessions payment amount necessary to ensure that the annual concessions payment is no less than \$6000.

The 15% of gross receipts from concession revenue will be generated by:

- (A) Rowing and paddling equipment rental; and

- (B) guide services; and
- (C) large rowing-based events

The Tenant shall remit the payment of the concessions to the Landlord on the first of the month. Payment shall be accompanied by sufficient documentation of record of sales and receipts related to the concession agreement. (Refer to Section 19.2 for rental payment address.)

The Landlord shall have the right to inspect accounting and tax records upon demand for financial information related to the concession payments. Tenant shall permit the Town or its duly authorized representative to inspect and audit appropriate books and records at any reasonable time during normal business hours after giving Tenant at least twenty-four (24) hours' notice of the time and day of such inspection and audit.

The rent payment for the use of the building will be adjusted annually at a 2% increase.

5. TAXES AND ASSESSMENTS. Landlord shall list the Premises for real property taxes and pay all tax assessments of whatever kind or nature assessed against the Premises, excluding, however, any tax assessed against leasehold improvements made by Tenant. Tenant shall list for taxes and pay all tax assessments of whatever kind or nature assessed against or on Tenant's furnishings, inventory, equipment, leasehold improvements, and other property situated or placed upon, in, or about the Premises.

5. UTILITIES. Tenant shall be responsible for payment of and shall contract directly with the providers of any utility services to be provided to the Premises.

6. USE OF PREMISES. ~~Suite B of T~~the Premises shall be used by Tenant solely for a private fitness studio. ~~approved Permitted Uses subject to any zoning and other required approvals. The building will be used as a year round, lakefront market offering a coffee and juice bar, baked goods gourmet deli, craft beer and spirits, wine cellar, sundries, gifts, outdoor equipment, and gourmet ice cream. The market will also have a variety of things such as local meats and seafood along with local produce from area farms. Additionally, one area of the building may be designated as a private fitness studio. Other uses would be things such as wine tastings, live music and other unique activities outside of the building, t~~The property will also be used for offering non-motorized boat rentals, fishing tours and other outdoor activities as described in the Concession Agreement outlined in section 4. subject to any zoning and other required approvals. Tenant shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord. All facilities, structures, and improvements, both temporary and permanent, will only be commenced after the Tenant has received approval from the Landlord. Tenant at all times shall fully and promptly comply with all laws pertaining to the Premises and Tenant's business operations thereon, including, but not limited to, such as shall relate to the cleanliness, safety, occupancy and use of the Premises and the nature, character and use of the Premises. Tenant, at its sole cost, shall be permitted to erect signs at the Premises so long as same comply with all applicable laws and ordinances.

All non-motorized craft that are associated with the concessions agreement will be commercially permitted through the Town of Lake Lure.

7. LANDLORD RESPONSIBILITIES:

- (A) ~~The Landlord shall be responsible for the construction of a deck to be built on the rear of the building. Dimensions to be finalized on Mike Williams' full review of any pertinent set-backs. The Landlord will provide an allowance of up to \$5,000 towards the cost of this deck. All remaining costs of the deck will be amortized over the rental payments made in the first 5 year term, said payments to be calculated upon the total costs of the deck being determined.~~
- (B) Landlord will add up to four additional parking spaces adjacent to the current side-building parking. Contingent on approval by the Community Development Department.
- (C) To provide horizontal grooves into the existing concrete boat ramp for safer use by non-motorized craft guests.

8. EXAMINATION OF PREMISES. The Premises have been delivered to Tenant with all building systems working properly. Tenant has examined the Premises and Tenant's execution of this Lease shall constitute conclusive evidence that as of the date hereof the Premises are in good order and satisfactory condition.

~~9. MAINTENANCE AND REPAIRS. Landlord shall maintain, in good condition, the structural parts of the Premises, which shall include only the foundations, bearing and exterior walls (excluding glass), subflooring and roof, the unexposed electrical, plumbing and sewerage systems, including without limitation, those portions of the systems lying outside the Premises, exterior doors (excluding glass), window frames, gutters and downspouts on the Building. Routine maintenance and repair of heating and air conditioning, including bi-annual service checks and normal change of furnace filters, shall be the responsibility and be done at the cost of the Lessee. Lessee shall maintain a preventive maintenance contract to service the HVAC system including all evaporative cooling units, if any, on a bi-annual basis. Lessor will pay and assume all costs of major repairs in excess of Five Hundred Dollars (\$500.00) per repair, and costs of replacement for HVAC equipment only; provided, however, the cost of any work required due to damage caused by Tenant, or its agents shall be paid by Tenant. Except as provided above, Tenant shall maintain and repair the Premises in good condition, ordinary wear and tear excepted, including, without limitation, maintaining and repairing all interior walls, floors, ceiling, interior doors, exterior and interior windows, landscaping and fixtures as well as damage caused by Tenant, its agents, employees, invitees, or customers. Further, the Tenant shall make such alterations and improvements to the Premises as are required from time to time to cause the same to comply with Laws, to the extent attributable to the unique and specific use of the Premises by the Tenant.~~

10. WAIVER OF SUBROGATION. Neither Tenant nor anyone claiming by, through, under, or on Tenant's behalf shall have any claim, right of action, or right of subrogation against the Landlord for or based upon any loss or damage caused by fire, explosion or other casualty relating to the Premises or to any property upon, in or about the Premises, whether such fire, explosion or other casualty shall arise from the negligence of Landlord, its agents, representatives or employees, or otherwise.

11. INSURANCE/INDEMNIFICATION. (Insurance requirements subject to change or modification by the Town of Lake Lure Risk Management Specialist)

11.1 Property Insurance. Beginning with Tenants' commencement of pre-opening work within the building, which may pre-date the final approval of the lease by the Town Board, and thereafter throughout the Term, Tenant shall, at its sole expense, maintain in effect a fire insurance policy with

extended coverage insuring against loss or damage to the Premises in amounts and with companies as Landlord reasonably approves. Tenant shall maintain and care for its personal property on the Premises, insure the same to such extent as it deems appropriate, and shall neither have nor make any claim against Landlord for any loss or damage to the same, regardless of the cause thereof.

11.2 Liability Insurance. Throughout the Term, Tenant shall, at its sole expense, maintain in effect a general public liability policy with coverage of at least 2 Million and No/100 Dollars (\$ 2,000,000.00) per occurrence and at least 2 Million and No/100 Dollars (\$ 2,000,000.00) in the aggregate.

11.3 Evidence of Required Coverage. Prior to the Commencement Date, Tenant shall provide Landlord with copies of the insurance policies required to be maintained pursuant to Sections 11.1 and 11.2 above, together with evidence of payment of all premiums therefore. At least fifteen (15) days prior to the expiration or termination date of either such policy, the Tenant shall deliver to the Landlord a renewal or replacement policy with proof of payment of the premium therefore. Landlord shall be named as an additional insured under each policy as follows:

Town of Lake Lure

Attn: Olivia Stewman

Town Manager

P.O. Box 255

Lake Lure, NC 28746

11.4 Indemnification. Tenant shall indemnify and save the Landlord harmless from and against all claims, actions, damages, liability and expense in connection with loss of life, bodily injury, personal injury and damage to property occurring in or about, or arising out of, the Premises occasioned wholly or in part by any act or omission of the Tenant, its agents, licensees, contractors, customers, invitees or employees.

In case the Landlord shall be made a party to any litigation commenced by or against Tenant, its agents, contractors, customers or employees by reason of the Tenant's actions, the Tenant shall protect, indemnify and hold the Landlord harmless and pay all damages, costs, expenses and reasonable attorneys' fees incurred or paid by the Landlord in connection with such litigation.

12. CARE/RETURN OF PREMISES.

12.1 Care of Premises. Tenant shall not permit, allow or cause any act or deed to be performed upon, in or about the Premises that shall cause or be likely to cause injury to any person or to the Premises. Tenant shall at all times keep the Premises in a neat and orderly condition. Tenant agrees to take reasonable care of the Premises and agrees to pay for all repairs to the Premises necessitated by the fault of Tenant, its employees, agents, customers or guests. Tenant shall store all trash and garbage within appropriate containers at the Premises and shall provide for prompt and regular removal thereof.

12.2 Return of Premises. Upon the termination of this Lease, Tenant shall return the Premises to Landlord substantially in the same condition as received, ordinary wear and tear excepted.

13. HOLDING OVER. In the event Tenant remains in possession after the expiration of the Term without the execution of a new lease, Tenant shall not acquire any right, title or interest in or to the Premises. In

such event, Tenant shall occupy the Premises as a tenant from month-to-month at a new monthly Rent equal to 150% of the monthly Rent for the last month of the Term, and shall otherwise be subject to all of the conditions, provisions and obligations of this Lease insofar as the same shall be applicable. Notwithstanding the above, Landlord shall have the right to summary ejectment of Tenant as provided by law.

14. ASSIGNMENT AND SUBLEASE. Tenant may not assign or encumber this Lease and may not sublet all or any part of the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld.

15. DEFAULT/REMEDIES.

15.1 Default. If one or more of the following events (collectively, "Events of Default") shall occur and shall continue for such time after notice required to be given is given as hereinafter provided, to-wit:

- (A) If Tenant shall fail to pay any rent or any other sum due in accordance with the terms of this Lease and such default shall continue for a period of five (5) days after such payment is due hereunder; or
- (B) if Tenant shall fail to keep or perform or abide by any other term, condition, covenant or agreement of this Lease, and such default shall continue for a period of thirty (30) days after written notice to Tenant thereof; or
- (C) If Tenant shall file a petition in bankruptcy or take or consent to any other action seeking any such judicial decree or shall make any assignment for the benefit of its creditors or shall admit in writing its inability to pay its debts generally as they become due, or if any court of competent jurisdiction shall enter a decree or order adjudicating it bankrupt or insolvent, or if any trustee or receiver for Tenant or for any substantial part of its property be appointed, or if any person shall file a petition for involuntary bankruptcy against Tenant and such appointment or petition shall not be stayed or vacated within sixty (60) days of entry thereof; or
- (D) If Tenant's interest in this Lease or the Premises shall be subjected to any attachment, levy or sale pursuant to any order or decree entered against Tenant in any legal proceeding and such order or decree shall not be vacated within thirty (30) days of entry thereof; or
- (E) If Tenant shall use the property for any use other than the Permitted Use(s):

then and in any such event Landlord, without declaring a termination of this Lease (which right is, however, unconditionally reserved), may at its election exercise one or more of the remedies contained in Section 15.2 herein, in addition to any other remedies available to Landlord at law, in equity or pursuant to the terms of this Lease;

15.2 Remedies Upon Default.

(A) Upon the occurrence of any Event of Default as set forth above, Landlord shall have the right, at its option, to utilize any one or more of the following rights:

- (i) Landlord, with or without terminating this Lease, immediately or at any time thereafter, may make any payment required of Tenant and/or re-enter the Premises and correct or repair any condition which shall constitute a failure of Tenant's part to keep or perform or abide by any term, condition, covenant or agreement of this Lease. Tenant shall reimburse and compensate Landlord as additional rent within

fifteen (15) days after delivery of any statement to Tenant by Landlord for any expenditures made by Landlord in making such payment and/or corrections or repairs.

(ii) Landlord, with or without terminating this Lease, immediately or at any time thereafter, may demand in writing that Tenant vacate the Premises. Tenant shall vacate the Premises and remove therefrom all property thereon belonging to Tenant within three (3) days of receipt by Tenant of such notice from Landlord, whereupon Landlord shall have the right to re-enter and take possession of the Premises.

(iii) Landlord, with or without terminating this Lease, immediately or at any time thereafter, may re-enter the Premises and remove Tenant therefrom and all property belonging to or placed on the Premises by, at the direction of, or with the consent of Tenant.

(iv) Landlord, with or without terminating this Lease, immediately or at any time thereafter, may re-let the Premises for such time and at such rent and upon such other terms and conditions as Landlord in its sole discretion may deem advisable; and Landlord may make any alterations or repairs to the Premises which it may deem necessary or proper to facilitate such re-letting. Tenant shall pay all costs of such re-letting, including the cost of any such repairs to the Premises; and, if this Lease shall have not been terminated, Tenant shall continue to pay all rent due under this Lease up to and including the date of beginning of payment of rent by any subsequent tenant of the Premises, and thereafter Tenant shall pay monthly during the remainder of the term of this Lease the difference, if any, between the rent collected from any such subsequent tenant or tenants and the rent reserved in this Lease, but Tenant shall not be entitled to receive any excess of any such rents collected over the rents reserved herein.

(v) Landlord, immediately or at any time thereafter, may terminate this Lease without notice or demand to vacate the Premises. This Lease shall be deemed to have been terminated upon receipt by Tenant of written notice of such termination, and upon such termination, Landlord shall have and recover from Tenant all damages Landlord may suffer by reason of such termination, including, without limitation, the cost (including legal expenses and reasonable attorneys' fees) of recovering possession of the Premises, and the cost of any repairs to the Premises which are necessary or proper to prepare the same for re-letting. In addition thereto, Landlord, at its election, shall have and recover from Tenant either (i) an amount equal to the excess, if any, of the total amount of all rents to be paid by Tenant for the remainder of the Term of this Lease over the then reasonable rental value of the Premises for the remainder of the term of this Lease, or (ii) the rents which Landlord would be entitled to receive from Tenant pursuant to the provisions of subsection (iv) above if the Lease were not terminated. Such election shall be made by Landlord's giving Tenant written notice thereof within thirty (30) days after the notice of termination.

(B) In the event of any re-entry of the Premises by Landlord pursuant to any of the provisions of this Lease, Tenant hereby waives all claims for damages which may be caused by such re-entry by Landlord, except such claims as arise from the gross negligence or willful misconduct of Landlord; and Tenant shall hold Landlord harmless from any loss, costs (including legal expenses and reasonable attorneys' fees) or damages suffered by Landlord by reason of such re-entry and storage of Tenant's property, if any. No such re-entry shall be considered or construed to be a forcible entry.

(C) Upon any breach of this Lease, regardless of whether such breach is, or becomes, an Event of Default, Landlord shall be reimbursed for any and all reasonable expenses incurred by Landlord,

including legal expenses and reasonable attorneys' fees, in enforcement of the terms and provisions of this Lease if the Landlord is the prevailing party.

(D) The exercise by Landlord of any one or more of the remedies provided in this Lease shall not prevent the subsequent exercise by Landlord of any one or more of the other remedies herein provided. All remedies provided for in this Lease are cumulative and may, at the election of Landlord, be exercised alternatively, successively, or in any other manner and are in addition to any other rights provided by law.

16. COVENANT OF TITLE AND QUIET ENJOYMENT. Landlord covenants and warrants to Tenant that Landlord has full right and lawful authority to enter into this Lease for the Term hereof and that, provided Tenant is not in default hereunder, Tenant's quiet and peaceable enjoyment of the Premises shall not be disturbed by anyone claiming through Landlord.

17. INSPECTION. The Landlord at all times shall have the right to inspect and enter the Premises. Except in the case of emergencies, Landlord shall give Tenant reasonable prior notice of such entry.

18. BROKERS. Each party warrants that it has had no dealings with any broker in connection with the negotiations or execution of this Lease, and agrees to indemnify the other and hold it harmless from and against any and all cost, expense or liability for commissions or other compensation or charges claimed by any broker or agent acting with respect to this Lease.

19. MISCELLANEOUS. In the event that the Landlord discontinues using the existing police department boat house, this boat house and premises would become a part of the concession agreement section of this lease.

19.1 Interest and Late Charges. Any sums due to be paid by Tenant to or for the benefit of Landlord which are not paid when due shall bear interest from the due date to the date of payment at the maximum rate of interest allowed by law. In addition, the failure to pay any sums due by Tenant to or for the benefit of Landlord within ten (10) days after such sums are due hereunder shall entitle Landlord to collect a late payment charge from Tenant in the amount of 10% of rent due.

19.2 Notices. All notices and written consents required under this Lease shall be in writing and shall only be deemed properly served when served by actual hand delivery or when posted by certified United States mail, postage prepaid, return receipt requested, addressed to the party to whom directed at the following address or at such other address as may be from time to time designated in writing.

Notices to Landlord: Town of Lake Lure

P.O. Box 255

Lake Lure, NC 28746

Attn: Olivia Stewman, Town Manager

Email: ostewman@townoflakelure.com

(828) 625-9983 ext. 101

Payments to Landlord: Town of Lake Lure

Finance Department

PO Box 255

Lake Lure, N.C. 28746

Attn: Stephen Ford, Finance Director

Email: sford@townoflakelure.com

(828) 625-9983 ext. 102

Notices to Tenant: ~~Second Mountain LLC~~, Lake Lure Rowing Club LLC

Address: ~~P.O. Box 263, Bat Cave, NC, 28710~~

Attn: ~~Paul Brock~~

Email: ~~Paul.luredmarketandgrill@gmail.com~~

Notice shall be deemed served upon the earlier of actual receipt or the expiration of three (3) business days after posting.

19.3 Recording. This Lease shall not be recorded.

19.4 Additional Acts. Each party will execute and deliver all such other and additional instruments and documents and do all such other acts and things as may be necessary to more fully effectuate this Lease.

19.5 Entire Agreement. This Lease shall constitute the entire agreement of the parties; all prior agreements between the parties, whether oral or written, are merged herein and shall be of no force and effect. This Lease cannot be changed, modified or discharged other than by an agreement in writing, signed by the party against whom enforcement of the change, modification or discharge is sought.

19.6 Binding Effect. Each and all of the covenants, terms, provisions, and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Lease, their respective heirs, executors, administrators, legal representatives, successors and assigns.

19.7 Construction. This Lease, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of North Carolina.

19.8 Waiver. The delay or failure of Landlord to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Lease shall not prevent a prior or subsequent act, which would have originally constituted a violation, from having the effect of an original violation. Any waiver by Landlord of any breach or default by Tenant must be in writing and will be effective only to the extent specifically set forth in such writing.

19.9 Waiver. The delay or failure of Tenant to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Lease shall not prevent a prior or subsequent act, which would have originally constituted a violation, from having the effect of an original violation. Any waiver by Tenant of any breach or default by Landlord must be in writing and will be effective only to the extent specifically set forth in such writing.

19.10 Severability. Every provision of this Lease is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder hereof.

20. Tenant, and all contractors, shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," and will provide documentation or sign affidavits or any other documents requested by Town demonstrating such compliance.

22. The sole and exclusive jurisdiction and venue for any action, suit or litigation arising from or related to this agreement shall be in the state courts located in the State of North Carolina. In the event that either party brings suit to enforce the terms of this Agreement, both parties consent and agree that jurisdiction for such action will lie only in the state courts sitting in Rutherford County, North Carolina.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the date and year first above written.

Landlord:

Town of Lake Lure,

By: _____
Carol Pritchett, Mayor

ATTEST: _____
~~Wendy Terry, Deputy Clerk~~ Elba Willette, Town Clerk

(TOWN SEAL)

Tenant:

~~Second Mountain, LLC~~

By: _____

Name: _____

Title: _____

Lake Lure Rowing Club

By: _____

Name: _____

Title: _____

NOTARY ON FOLLOWING PAGE

NORTH CAROLINA

RUTHERFORD COUNTY

I, _____, a Notary Public in and for said County and State, do hereby certify that Carol C. Pritchett, Mayor of the Town of Lake Lure, and Wendy Terry, Deputy Clerk for the Town of Lake Lure, personally came before me this day and being duly sworn says each for herself that she knows the corporate seal of the Town of Lake Lure and that the seal affixed to the foregoing instrument is the corporate seal of the Town of Lake Lure, that Carol C. Pritchett, Mayor and Wendy Terry, Deputy Clerk subscribed their names thereto; that the corporate seal for the Town of Lake Lure was affixed thereto, all by virtue of a resolution or other official action of the Board of Commissioners, and that said instrument is the act and deed of the Town of Lake Lure.

IN WITNESS WHEREOF, I have set my hand and notarial seal this the ____ day of _____ 2024.

_____(OFFICIAL SEAL)

Notary Public:

Printed Name

Commission Expires: _____

~~NORTH CAROLINA~~

~~RUTHERFORD COUNTY~~

~~I, _____, Notary Public, do hereby certify that Paul Brock personally appeared before me this day and acknowledged the due execution of the foregoing instrument.~~

~~Witness my hand and official seal this ____ day of _____, 2024.~~

~~(Official Seal)~~

~~_____~~

~~Official Signature of Notary~~

~~_____~~

~~Notary's Printed or Typed Name~~

~~My commission expires: _____~~

NORTH CAROLINA

RUTHERFORD COUNTY

I, _____, Notary Public, do hereby certify that Wade Oppliger personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 2024.

(Official Seal)

Official Signature of Notary

Notary's Printed or Typed Name

My commission expires: _____

STATE OF NORTH CAROLINA

COUNTY OF RUTHERFORD

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into this ____ day of _____, 2024, by and between TOWN OF LAKE LURE, a North Carolina municipality ("Landlord"), and SECOND MOUNTAIN LLC ("Tenant"), ~~and Lake Lure Rowing Club, LLC. ("Tenant")~~ ;

WITNESSETH THAT:

Upon the terms and conditions hereinafter set forth, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord certain real property referred to below as the Premises, all as follows:

1. PREMISES. The real property hereby leased to Tenant consists of that certain real property and improvements located thereon having a street address of 2654 MEMORIAL HWY, Lake Lure, Rutherford County, North Carolina and a Parcel number of 1616937 ~~and portions of~~ (the "Premises").
2. TERM. The term of this Lease, subject to prior termination as provided herein, shall commence on May 1, 2024 (the "Commencement Date") and end on April 30, 2029 at 5:00 p.m. local time (the "Expiration Date"). The Tenant shall have one additional 5 year option which shall be automatically exercised unless the Tenant provides notice at least 180 days prior to the Expiration Date of their intent not to exercise the option.
3. SECURITY DEPOSIT. Tenant shall deposit with Landlord the sum of \$4000 and No/100 Dollars (\$), which amount will serve as security for the full and faithful performance by Tenant of all the terms, covenants and conditions of this Lease to be performed by Tenant, against which sum Landlord is authorized to charge any damages it may sustain as the result of the failure of Tenant to fully and faithfully perform all of said terms, covenants and conditions. At the termination of this Lease, any unused portion of said sum shall be returned to Tenant, but only after an inspection of the Premises has been made by Landlord after vacation thereof by Tenant and application of the deposit as allowed hereunder and by North Carolina law. Tenant shall not be credited with or entitled to any interest on its security deposit.
4. RENT ~~and CONCESSION AGREEMENT~~. Beginning on July 1, 2024 , and continuing on the first (1st) day of each month thereafter throughout the Term, Tenant shall pay monthly rent to Landlord in the initial amount of \$4000 and No/100 per month for the use of the building plus the amortized payment for the deck structure as provided for in paragraph 7(a), ~~and a 15% concession agreement payment based on gross receipts for revenue generated via Tenant's rowing operations and rentals, paid to the town monthly. However, the total of annual concession payments will be no less than \$6000. If by the end of the year, total concessions for the year do not meet or exceed \$6000, the tenant shall be responsible for a final concessions payment amount necessary to ensure that the annual concessions payment is no less than \$6000.~~

~~The 15% of gross receipts from concession revenue will be generated by:~~

- ~~(A) Rowing and paddling equipment rental; and~~
- ~~(B) guide services; and~~

~~(C) large rowing based events~~

~~The Tenant shall remit the payment of the concessions to the Landlord on the first of the month. Payment shall be accompanied by sufficient documentation of record of sales and receipts related to the concession agreement. (Refer to Section 19.2 for rental payment address.)~~

~~The Landlord shall have the right to inspect accounting and tax records upon demand for financial information related to the concession payments. Tenant shall permit the Town or its duly authorized representative to inspect and audit appropriate books and records at any reasonable time during normal business hours after giving Tenant at least twenty-four (24) hours' notice of the time and day of such inspection and audit.~~

The rent payment for the use of the building will be adjusted annually at a 2% increase.

5. TAXES AND ASSESSMENTS. Landlord shall list the Premises for real property taxes and pay all tax assessments of whatever kind or nature assessed against the Premises, excluding, however, any tax assessed against leasehold improvements made by Tenant. Tenant shall list for taxes and pay all tax assessments of whatever kind or nature assessed against or on Tenant's furnishings, inventory, equipment, leasehold improvements, and other property situated or placed upon, in, or about the Premises.

5. UTILITIES. Tenant shall be responsible for payment of and shall contract directly with the providers of any utility services to be provided to the Premises.

6. USE OF PREMISES. The Premises shall be used by Tenant solely for approved Permitted Uses subject to any zoning and other required approvals. The building will be used as a year-round, lakefront market offering a coffee and juice bar, baked goods gourmet deli, craft beer and spirits, wine cellar, sundries, gifts, outdoor equipment, and gourmet ice cream. The market will also have a variety of things such as local meats and seafood along with local produce from area farms. *Additionally, one area of the building may be designated as a private fitness studio.* Other uses would be things such as wine tastings, live music and other unique activities outside of the building, the property will be used for offering non-motorized boat rentals, fishing tours and other outdoor activities as described in ~~a the~~ Concession Agreement ~~with Lake Lure Rowing LLC, outlined in section 4.~~ subject to any zoning and other required approvals. Tenant shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord. All facilities, structures, and improvements, both temporary and permanent, will only be commenced after the Tenant has received approval from the Landlord. Tenant at all times shall fully and promptly comply with all laws pertaining to the Premises and Tenant's business operations thereon, including, but not limited to, such as shall relate to the cleanliness, safety, occupancy and use of the Premises and the nature, character and use of the Premises. Tenant, at its sole cost, shall be permitted to erect signs at the Premises so long as same comply with all applicable laws and ordinances.

~~All non-motorized craft that are associated with the concessions agreement will be commercially permitted through the Town of Lake Lure.~~

7. LANDLORD RESPONSIBILITIES:

- (A) The Landlord shall be responsible for the construction of a deck to be built on the rear of the building. Dimensions to be finalized on Mike Williams' full review of any pertinent setbacks. The Landlord will provide an allowance of up to \$5,000 towards the cost of this deck. All remaining costs of the deck will be amortized over the rental payments made in the first 5 year term, said payments to be calculated upon the total costs of the deck being determined.
- (B) Landlord will add up to four additional parking spaces adjacent to the current side-building parking. Contingent on approval by the Community Development Department.
- (C) To provide horizontal grooves into the existing concrete boat ramp for safer use by non-motorized craft guests.

8. EXAMINATION OF PREMISES. The Premises have been delivered to Tenant with all building systems working properly. Tenant has examined the Premises and Tenant's execution of this Lease shall constitute conclusive evidence that as of the date hereof the Premises are in good order and satisfactory condition.

9. MAINTENANCE AND REPAIRS. Landlord shall maintain, in good condition, the structural parts of the Premises, which shall include only the foundations, bearing and exterior walls (excluding glass), subflooring and roof, the unexposed electrical, plumbing and sewerage systems, including without limitation, those portions of the systems lying outside the Premises, exterior doors (excluding glass), window frames, gutters and downspouts on the Building. Routine maintenance and repair of heating and air conditioning, including bi-annual service checks and normal change of furnace filters, shall be the responsibility and be done at the cost of the Lessee. Lessee shall maintain a preventive maintenance contract to service the HVAC system including all evaporative cooling units, if any, on a bi-annual basis. Lessor will pay and assume all costs of major repairs in excess of Five Hundred Dollars (\$500.00) per repair, and costs of replacement for HVAC equipment only; provided, however, the cost of any work required due to damage caused by Tenant, or its agents shall be paid by Tenant. Except as provided above, Tenant shall maintain and repair the Premises in good condition, ordinary wear and tear excepted, including, without limitation, maintaining and repairing all interior walls, floors, ceiling, interior doors, exterior and interior windows, landscaping and fixtures as well as damage caused by Tenant, its agents, employees, invitees, or customers. Further, the Tenant shall make such alterations and improvements to the Premises as are required from time to time to cause the same to comply with Laws, to the extent attributable to the unique and specific use of the Premises by the Tenant.

10. WAIVER OF SUBROGATION. Neither Tenant nor anyone claiming by, through, under, or on Tenant's behalf shall have any claim, right of action, or right of subrogation against the Landlord for or based upon any loss or damage caused by fire, explosion or other casualty relating to the Premises or to any property upon, in or about the Premises, whether such fire, explosion or other casualty shall arise from the negligence of Landlord, its agents, representatives or employees, or otherwise.

11. INSURANCE/INDEMNIFICATION. (Insurance requirements subject to change or modification by the Town of Lake Lure Risk Management Specialist)

11.1 Property Insurance. Beginning with Tenants' commencement of pre-opening work within the building, which may pre-date the final approval of the lease by the Town Board, and thereafter throughout the Term, Tenant shall, at its sole expense, maintain in effect a fire insurance policy with

extended coverage insuring against loss or damage to the Premises in amounts and with companies as Landlord reasonably approves. Tenant shall maintain and care for its personal property on the Premises, insure the same to such extent as it deems appropriate, and shall neither have nor make any claim against Landlord for any loss or damage to the same, regardless of the cause thereof.

11.2 Liability Insurance. Throughout the Term, Tenant shall, at its sole expense, maintain in effect a general public liability policy with coverage of at least 2 Million and No/100 Dollars (\$ 2,000,000.00) per occurrence and at least 2 Million and No/100 Dollars (\$ 2,000,000.00) in the aggregate.

11.3 Evidence of Required Coverage. Prior to the Commencement Date, Tenant shall provide Landlord with copies of the insurance policies required to be maintained pursuant to Sections 11.1 and 11.2 above, together with evidence of payment of all premiums therefore. At least fifteen (15) days prior to the expiration or termination date of either such policy, the Tenant shall deliver to the Landlord a renewal or replacement policy with proof of payment of the premium therefore. Landlord shall be named as an additional insured under each policy as follows:

Town of Lake Lure

Attn: Olivia Stewman

Town Manager

P.O. Box 255

Lake Lure, NC 28746

11.4 Indemnification. Tenant shall indemnify and save the Landlord harmless from and against all claims, actions, damages, liability and expense in connection with loss of life, bodily injury, personal injury and damage to property occurring in or about, or arising out of, the Premises occasioned wholly or in part by any act or omission of the Tenant, its agents, licensees, contractors, customers, invitees or employees.

In case the Landlord shall be made a party to any litigation commenced by or against Tenant, its agents, contractors, customers or employees by reason of the Tenant's actions, the Tenant shall protect, indemnify and hold the Landlord harmless and pay all damages, costs, expenses and reasonable attorneys' fees incurred or paid by the Landlord in connection with such litigation.

12. CARE/RETURN OF PREMISES.

12.1 Care of Premises. Tenant shall not permit, allow or cause any act or deed to be performed upon, in or about the Premises that shall cause or be likely to cause injury to any person or to the Premises. Tenant shall at all times keep the Premises in a neat and orderly condition. Tenant agrees to take reasonable care of the Premises and agrees to pay for all repairs to the Premises necessitated by the fault of Tenant, its employees, agents, customers or guests. Tenant shall store all trash and garbage within appropriate containers at the Premises and shall provide for prompt and regular removal thereof.

12.2 Return of Premises. Upon the termination of this Lease, Tenant shall return the Premises to Landlord substantially in the same condition as received, ordinary wear and tear excepted.

13. HOLDING OVER. In the event Tenant remains in possession after the expiration of the Term without the execution of a new lease, Tenant shall not acquire any right, title or interest in or to the Premises. In

such event, Tenant shall occupy the Premises as a tenant from month-to-month at a new monthly Rent equal to 150% of the monthly Rent for the last month of the Term, and shall otherwise be subject to all of the conditions, provisions and obligations of this Lease insofar as the same shall be applicable. Notwithstanding the above, Landlord shall have the right to summary ejectment of Tenant as provided by law.

14. ASSIGNMENT AND SUBLEASE. Tenant may not assign or encumber this Lease and may not sublet all or any part of the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld. Landlord hereby consents to the private fitness studio portion of the building to be subleased to Lake Lure Rowing, LLC and consents to Lake Lure Rowing, LLC to use the building to lease non motorized vessels pursuant to a separate Concession Agreement.

15. DEFAULT/REMEDIES.

15.1 Default. If one or more of the following events (collectively, "Events of Default") shall occur and shall continue for such time after notice required to be given is given as hereinafter provided, to-wit:

(A) If Tenant shall fail to pay any rent or any other sum due in accordance with the terms of this Lease and such default shall continue for a period of five (5) days after such payment is due hereunder; or

(B) if Tenant shall fail to keep or perform or abide by any other term, condition, covenant or agreement of this Lease, and such default shall continue for a period of thirty (30) days after written notice to Tenant thereof; or

(C) If Tenant shall file a petition in bankruptcy or take or consent to any other action seeking any such judicial decree or shall make any assignment for the benefit of its creditors or shall admit in writing its inability to pay its debts generally as they become due, or if any court of competent jurisdiction shall enter a decree or order adjudicating it bankrupt or insolvent, or if any trustee or receiver for Tenant or for any substantial part of its property be appointed, or if any person shall file a petition for involuntary bankruptcy against Tenant and such appointment or petition shall not be stayed or vacated within sixty (60) days of entry thereof; or

(D) If Tenant's interest in this Lease or the Premises shall be subjected to any attachment, levy or sale pursuant to any order or decree entered against Tenant in any legal proceeding and such order or decree shall not be vacated within thirty (30) days of entry thereof; or

(E) If Tenant shall use the property for any use other than the Permitted Use(s):

then and in any such event Landlord, without declaring a termination of this Lease (which right is, however, unconditionally reserved), may at its election exercise one or more of the remedies contained in Section 15.2 herein, in addition to any other remedies available to Landlord at law, in equity or pursuant to the terms of this Lease;

15.2 Remedies Upon Default.

(A) Upon the occurrence of any Event of Default as set forth above, Landlord shall have the right, at its option, to utilize any one or more of the following rights:

(i) Landlord, with or without terminating this Lease, immediately or at any time thereafter, may make any payment required of Tenant and/or re-enter the Premises and correct or repair any condition which

shall constitute a failure of Tenant's part to keep or perform or abide by any term, condition, covenant or agreement of this Lease. Tenant shall reimburse and compensate Landlord as additional rent within fifteen (15) days after delivery of any statement to Tenant by Landlord for any expenditures made by Landlord in making such payment and/or corrections or repairs.

(ii) Landlord, with or without terminating this Lease, immediately or at any time thereafter, may demand in writing that Tenant vacate the Premises. Tenant shall vacate the Premises and remove therefrom all property thereon belonging to Tenant within three (3) days of receipt by Tenant of such notice from Landlord, whereupon Landlord shall have the right to re-enter and take possession of the Premises.

(iii) Landlord, with or without terminating this Lease, immediately or at any time thereafter, may re-enter the Premises and remove Tenant therefrom and all property belonging to or placed on the Premises by, at the direction of, or with the consent of Tenant.

(iv) Landlord, with or without terminating this Lease, immediately or at any time thereafter, may re-let the Premises for such time and at such rent and upon such other terms and conditions as Landlord in its sole discretion may deem advisable; and Landlord may make any alterations or repairs to the Premises which it may deem necessary or proper to facilitate such re-letting. Tenant shall pay all costs of such re-letting, including the cost of any such repairs to the Premises; and, if this Lease shall have not been terminated, Tenant shall continue to pay all rent due under this Lease up to and including the date of beginning of payment of rent by any subsequent tenant of the Premises, and thereafter Tenant shall pay monthly during the remainder of the term of this Lease the difference, if any, between the rent collected from any such subsequent tenant or tenants and the rent reserved in this Lease, but Tenant shall not be entitled to receive any excess of any such rents collected over the rents reserved herein.

(v) Landlord, immediately or at any time thereafter, may terminate this Lease without notice or demand to vacate the Premises. This Lease shall be deemed to have been terminated upon receipt by Tenant of written notice of such termination, and upon such termination, Landlord shall have and recover from Tenant all damages Landlord may suffer by reason of such termination, including, without limitation, the cost (including legal expenses and reasonable attorneys' fees) of recovering possession of the Premises, and the cost of any repairs to the Premises which are necessary or proper to prepare the same for re-letting. In addition thereto, Landlord, at its election, shall have and recover from Tenant either (i) an amount equal to the excess, if any, of the total amount of all rents to be paid by Tenant for the remainder of the Term of this Lease over the then reasonable rental value of the Premises for the remainder of the term of this Lease, or (ii) the rents which Landlord would be entitled to receive from Tenant pursuant to the provisions of subsection (iv) above if the Lease were not terminated. Such election shall be made by Landlord's giving Tenant written notice thereof within thirty (30) days after the notice of termination.

(B) In the event of any re-entry of the Premises by Landlord pursuant to any of the provisions of this Lease, Tenant hereby waives all claims for damages which may be caused by such re-entry by Landlord, except such claims as arise from the gross negligence or willful misconduct of Landlord; and Tenant shall hold Landlord harmless from any loss, costs (including legal expenses and reasonable attorneys' fees) or damages suffered by Landlord by reason of such re-entry and storage of Tenant's property, if any. No such re-entry shall be considered or construed to be a forcible entry.

(C) Upon any breach of this Lease, regardless of whether such breach is, or becomes, an Event of Default, Landlord shall be reimbursed for any and all reasonable expenses incurred by Landlord, including legal expenses and reasonable attorneys' fees, in enforcement of the terms and provisions of this Lease if the Landlord is the prevailing party.

(D) The exercise by Landlord of any one or more of the remedies provided in this Lease shall not prevent the subsequent exercise by Landlord of any one or more of the other remedies herein provided. All remedies provided for in this Lease are cumulative and may, at the election of Landlord, be exercised alternatively, successively, or in any other manner and are in addition to any other rights provided by law.

16. COVENANT OF TITLE AND QUIET ENJOYMENT. Landlord covenants and warrants to Tenant that Landlord has full right and lawful authority to enter into this Lease for the Term hereof and that, provided Tenant is not in default hereunder, Tenant's quiet and peaceable enjoyment of the Premises shall not be disturbed by anyone claiming through Landlord.

17. INSPECTION. The Landlord at all times shall have the right to inspect and enter the Premises. Except in the case of emergencies, Landlord shall give Tenant reasonable prior notice of such entry.

18. BROKERS. Each party warrants that it has had no dealings with any broker in connection with the negotiations or execution of this Lease, and agrees to indemnify the other and hold it harmless from and against any and all cost, expense or liability for commissions or other compensation or charges claimed by any broker or agent acting with respect to this Lease.

19. MISCELLANEOUS. In the event that the Landlord discontinues using the existing police department boat house, this boat house and premises would become a part of the concession agreement section of this lease.

19.1 Interest and Late Charges. Any sums due to be paid by Tenant to or for the benefit of Landlord which are not paid when due shall bear interest from the due date to the date of payment at the maximum rate of interest allowed by law. In addition, the failure to pay any sums due by Tenant to or for the benefit of Landlord within ten (10) days after such sums are due hereunder shall entitle Landlord to collect a late payment charge from Tenant in the amount of 10% of rent due.

19.2 Notices. All notices and written consents required under this Lease shall be in writing and shall only be deemed properly served when served by actual hand delivery or when posted by certified United States mail, postage prepaid, return receipt requested, addressed to the party to whom directed at the following address or at such other address as may be from time to time designated in writing.

Notices to Landlord: Town of Lake Lure

P.O. Box 255

Lake Lure, NC 28746

Attn: Olivia Stewman, Town Manager

Email: ostewman@townoflakelure.com

(828) 625-9983 ext. 101

Payments to Landlord: Town of Lake Lure

Finance Department

PO Box 255

Lake Lure, N.C. 28746

Attn: Stephen Ford, Finance Director

Email: sford@townoflakelure.com

(828) 625-9983 ext. 102

Notices to Tenant: Second Mountain LLC, ~~Lake Lure Rowing Club LLC~~

Address: P.O Box 263, Bat Cave, NC, 28710

Attn: Paul Brock

Email: Paul.luredmarketandgrill@gmail.com

Notice shall be deemed served upon the earlier of actual receipt or the expiration of three (3) business days after posting.

19.3 Recording. This Lease shall not be recorded.

19.4 Additional Acts. Each party will execute and deliver all such other and additional instruments and documents and do all such other acts and things as may be necessary to more fully effectuate this Lease.

19.5 Entire Agreement. This Lease shall constitute the entire agreement of the parties; all prior agreements between the parties, whether oral or written, are merged herein and shall be of no force and effect. This Lease cannot be changed, modified or discharged other than by an agreement in writing, signed by the party against whom enforcement of the change, modification or discharge is sought.

19.6 Binding Effect. Each and all of the covenants, terms, provisions, and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Lease, their respective heirs, executors, administrators, legal representatives, successors and assigns.

19.7 Construction. This Lease, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of North Carolina.

19.8 Waiver. The delay or failure of Landlord to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Lease shall not prevent a prior or subsequent act, which would have originally constituted a violation, from having the effect of an original violation. Any waiver by Landlord of any breach or default by Tenant must be in writing and will be effective only to the extent specifically set forth in such writing.

19.9 Waiver. The delay or failure of Tenant to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Lease shall not prevent a prior or subsequent act, which would have originally constituted a violation, from having the effect of an original violation. Any

waiver by Tenant of any breach or default by Landlord must be in writing and will be effective only to the extent specifically set forth in such writing.

19.10 Severability. Every provision of this Lease is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder hereof.

20. Tenant, and all contractors, shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," and will provide documentation or sign affidavits or any other documents requested by Town demonstrating such compliance.

22. The sole and exclusive jurisdiction and venue for any action, suit or litigation arising from or related to this agreement shall be in the state courts located in the State of North Carolina. In the event that either party brings suit to enforce the terms of this Agreement, both parties consent and agree that jurisdiction for such action will lie only in the state courts sitting in Rutherford County, North Carolina.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the date and year first above written.

Landlord:

Town of Lake Lure,

By: _____
Carol Pritchett, Mayor

ATTEST: _____
Wendy Terry, Deputy Clerk

(TOWN SEAL)

Tenant:

Second Mountain, LLC

By: _____

Name: _____

Title: _____

~~Lake Lure Rowing Club~~

By: _____

Name: _____

Title: _____

NOTARY ON FOLLOWING PAGE

NORTH CAROLINA

RUTHERFORD COUNTY

I, _____, a Notary Public in and for said County and State, do hereby certify that Carol C. Pritchett, Mayor of the Town of Lake Lure, and Wendy Terry, Deputy Clerk for the Town of Lake Lure, personally came before me this day and being duly sworn says each for herself that she knows the corporate seal of the Town of Lake Lure and that the seal affixed to the foregoing instrument is the corporate seal of the Town of Lake Lure, that Carol C. Pritchett, Mayor and Wendy Terry, Deputy Clerk subscribed their names thereto; that the corporate seal for the Town of Lake Lure was affixed thereto, all by virtue of a resolution or other official action of the Board of Commissioners, and that said instrument is the act and deed of the Town of Lake Lure.

IN WITNESS WHEREOF, I have set my hand and notarial seal this the ____ day of _____ 2024.

_____(OFFICIAL SEAL)

Notary Public:

Printed Name

Commission Expires: _____

NORTH CAROLINA

RUTHERFORD COUNTY

I, _____, Notary Public, do hereby certify that Paul Brock personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this ____ day of _____, 2024.

(Official Seal)

Official Signature of Notary

Notary's Printed or Typed Name

My commission expires: _____

NORTH CAROLINA

RUTHERFORD COUNTY

I, _____, Notary Public, do hereby certify that Wade Oppliger personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 2024.

(Official Seal)

Official Signature of Notary

Notary's Printed or Typed Name

My commission expires: _____

DRAFT

|

DRAFT

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: August 28, 2024**

SUBJECT: Update and Discussion Regarding Request for Easement from Camp Lurecrest

AGENDA INFORMATION:

Item Number: VII
Department: Administration
Contact: Mac Hillabush, Camp Lurecrest
Presenter: William Morgan, Town Attorney

BRIEF SUMMARY:

Camp Lurecrest requested an easement with the Town at a previous Town Council meeting. At that meeting, Council advised that Camp Lurecrest have a survey completed and Town's Attorney would work with them to draft an easement to be reviewed by Council. Camp Lurecrest returned the survey which visualizes an easement for a 1.05 acre area. Attorney Morgan discussed that their request is for both a driveway easement and a parking easement. Mr. Morgan would like to discuss how Council would like to proceed moving forward, as this type of easement would require specific details to be determined prior to any approvals.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

N/A

ATTACHMENTS:

Survey from Camp Lurecrest

STAFF'S COMMENTS AND RECOMMENDATIONS:

N/A

--- LEGEND ---

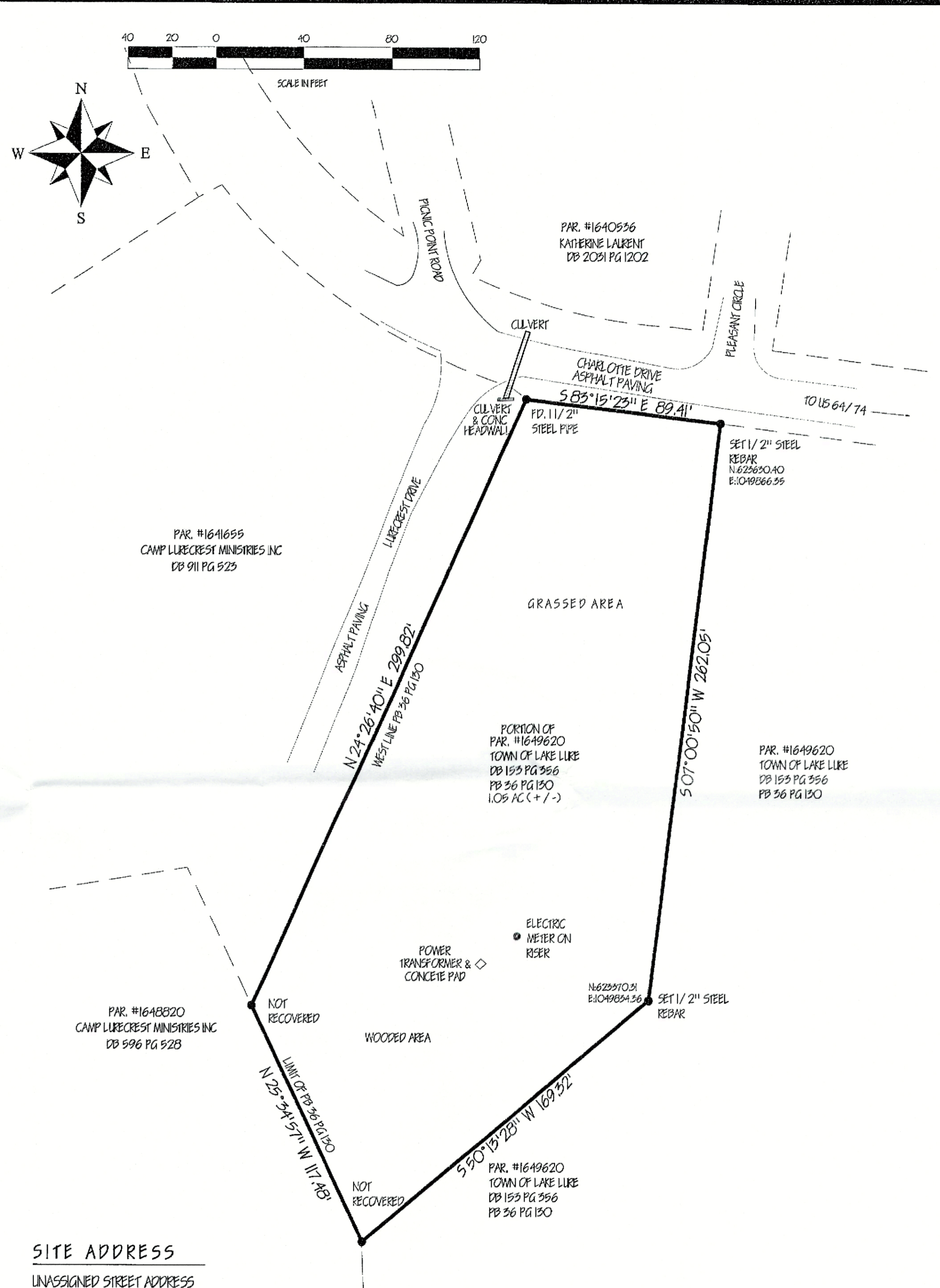
EIP = Existing Iron Pipe or Pin	MH = Manhole
IPS = Iron Pin Set, 5/8" Rebar	CB = Catch Basin
ELH = Existing Locust Hub	WM = Water Meter
MCN = Concrete Monument	PP = Power Service Pole
R/W = Right of Way	N/F = Now or Formerly
R/R Spike = Railroad Spike	P/O = Part of
FS = Fence Stake	DB = Deed Book
CAS = Cotton Gin Spike	PG = Page
MNS = "Mug Nail" Set	C/L = Centerline
---o--- = Overhead Utility Line	TBZ = Trail Buffer Zone
---x--- = Fence Line	O/H = Overhead
---=--- = Branch or Stream	(C) = Calculated
---=--- = Surveyed Property Line	(MEAS) = Measured
---=--- = Adjoining Property Line (not surveyed)	
---=--- = Surveyed Tie Line	
---=--- = Edge of Road or Drive (type of surface noted)	
---=--- = Edge of R/W (width noted)	
---=--- = Edge of Easement (type noted and dimensioned)	

- NOTES ---
- * Acreage calculated by Coordinate Computation Method.
 - * ALL property corners NOT described are computed "points" only.
 - * Property is subject to all applicable easements and rights of way of record.
 - * Error of closure meets or exceeds 1:10,000 +. ALL distances are horizontal.
 - * This Survey meets the requirements of a Class "A" Survey.
 - * Location of ALL underground utilities are approximate, unless otherwise indicated. Exact location to be determined by owner.
 - * Property corners are marked with blue flagging, other color flagging is for reference only, unless otherwise indicated.
 - * If land disturbing activities in excess of 0.5 acre are planned, the property owner is required to submit a Sedimentation and Erosion Control Plan to North Carolina Dept. of Environment Health and Natural Resources.
 - * The certification shown hereon is not a certification of title, zoning or freedom from encumbrances.
 - * This survey was prepared without benefit of abstract title and ALL matters of title should be referred to an Attorney-at-Law.
 - * This property has not been inspected for wetlands or floodway encroachment.
 - * There IS NO recoverable Horizontal Control within 2000'.
 - * Property IS NOT located in a special flood hazard area, in accordance with current FEMA and FIRM maps.
 - * North is Grid North NC NAD 83 2011.
 - * The District Health Department has expressed no opinion as to the suitability of private septic or water systems on this property. Each lot is subject to individual inspection and approval of septic systems.
 - * Bearings and distances shown hereon are "Measured" unless otherwise noted.

- TYPE OF SURVEY PERFORMED ---
- () This survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land.
 - () This survey is located in a portion of a county or municipality that is unregulated as to an ordinance that regulates parcels of land.
 - () This survey is of an existing parcel(s) of land and does not create a new street or change an existing street.
 - () This survey is of an existing building or other structure, or natural feature, such as a watercourse.
 - () This survey is a control survey.
 - () This survey is of another category, such as the recombination of existing parcels, a court-ordered survey, or other exception to the definition of subdivision, such as a family division.
 - (●) The information available to the surveyor is such that the surveyor is unable to make a determination to the best of the surveyor's professional ability as to which type of survey listed above best describes the type of survey performed.

I, Jonathan T. Gilbert, certify that this plat was drawn under my supervision from an actual survey made under my supervision; that the boundaries not surveyed are clearly indicated as drawn from information found in referenced documents; that the ratio of precision as calculated is 1:10,000', that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my hand and seal this 25th day of July, 2024.

Jonathan T. Gilbert
Professional Land Surveyor
License Number L-3971



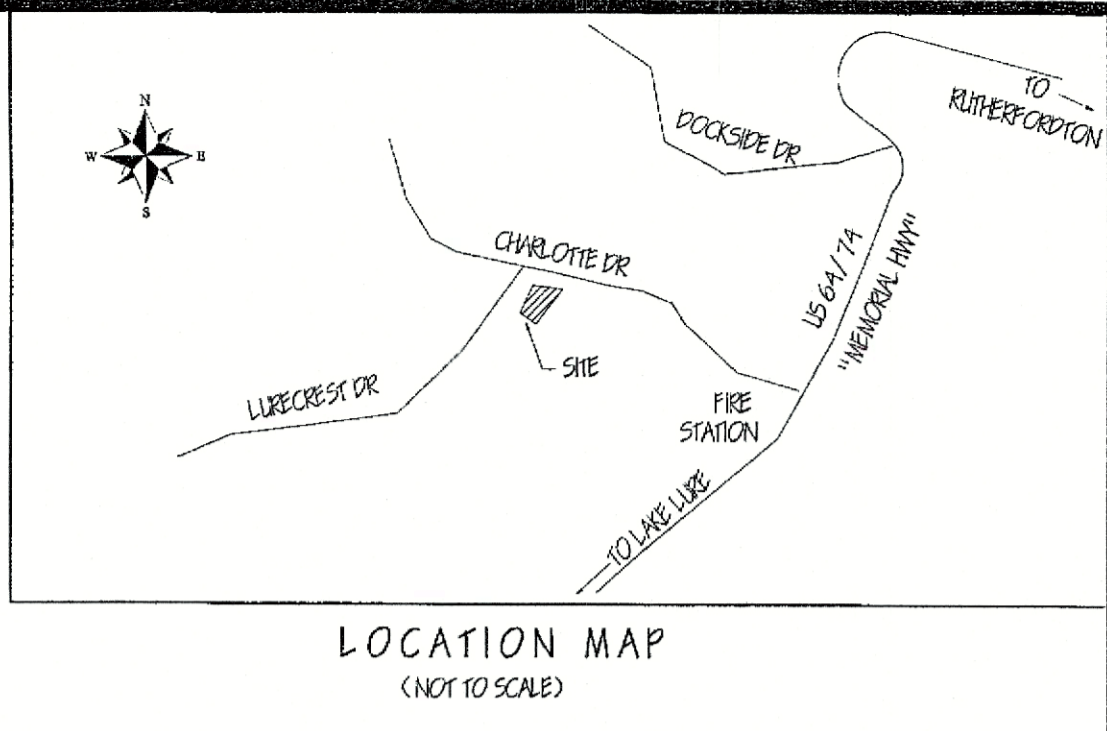
SITE ADDRESS
UNASSIGNED STREET ADDRESS
TOWN OF LAKE LURE
PARCEL ID: 1649620
LAKE LURE TOWNSHIP
RUTHERFORD COUNTY, NC

OWNERS OF RECORD
TOWN OF LAKE LURE
PARCEL ID: 1649620
PB 36 PG 130
DB 153 PG. 356

THIS IS NOT A BOUNDARY SURVEY!!
SPECIFIC PURPOSE ONLY, NOT FOR TITLE TRANSFER OF REAL PROPERTY.

SURVEYORS NOTES

1. BELOW GROUND UTILITIES NOT LOCATED UNLESS SHOWN. NO ABOVE GROUND UTILITIES OBSERVED.
2. SURVEY PERFORMED WITH RTK / GNSS ROVER USING "EMUL-RS3 REACH" ON N.C.G.S. VIRTUAL NETWORK. ALL COORDINATES AND GRID NORTH BASED ON N.C. NAD83 SPCS. RELATIVE THERETO. ALL GEOGRAPHIC COORDINATES HEREON ARE FOR USE IN LOCATING CORNERS IN FIELD AND ARE APPROXIMATE AND FOR INFORMATIONAL PURPOSES ONLY.
3. ELEVATIONS HEREON DERIVED FROM RTK / GNSS METHODS, NAVD 88 DATUM FOR INFORMATION ONLY.



Doc ID: 007225430001 Type: CRP
Recorded: 07/25/2024 at 10:13:08 AM
Fee Amt: \$21.00 Page 1 of 1
Rutherford County, NC
Rachel Thomas Register of Deeds
BK 45 PG 270

REVISIONS:	
REFERENCES:	DEED BOOK 911, PAGE 529 DEED BOOK 153, PAGE 356 PLAT BOOK 36, PG. 130
COUNTY PANEL NUMBER:	1649620
DRAWN BY:	JTG
DATE:	07.25.24
CHECK BY:	
SCALE:	1" = 40'
<p>JONATHAN T. GILBERT PROFESSIONAL LAND SURVEYOR SURVEYING, MAPPING & GPS PHONES: (828) 275-2461 Email: jtg@jtgpr.com 6754 N.C. HWY. #9, MILL-SPRING, NC, 28756</p>	
<p>SKETCH PREPARED FOR CAMP LURECREST MINISTRIES LLC A PORTION OF PARCEL #1649620 A PORTION OF PB 36 PG 130</p>	
SHEET NUMBER	1 of 1
DRAWING NUMBER	2024-502-1

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: August 28, 2024**

SUBJECT: Continue Discussions Regarding Public Works Building

AGENDA INFORMATION:

Item Number: VIII
Department: Public Services
Contact: Dean Lindsey, Public Services Director
Presenter: Dean Lindsey, Public Services Director

BRIEF SUMMARY:

The Town has had ongoing discussions regarding the relocation of Public Works from behind the Arcade Building to the Lake Lure Green Space's former driving range area. The Zoning and Planning Board reviewed the building design standards and ultimately recommended denial of the related Special Use Permit (SUP) due to interpretations that it does not fit the land use criteria. At their August 27th meeting, the Board of Adjustment will review and consider approval of the SUP for the proposed building. Council will hold discussion based on the outcome of the Board of Adjustment's vote.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

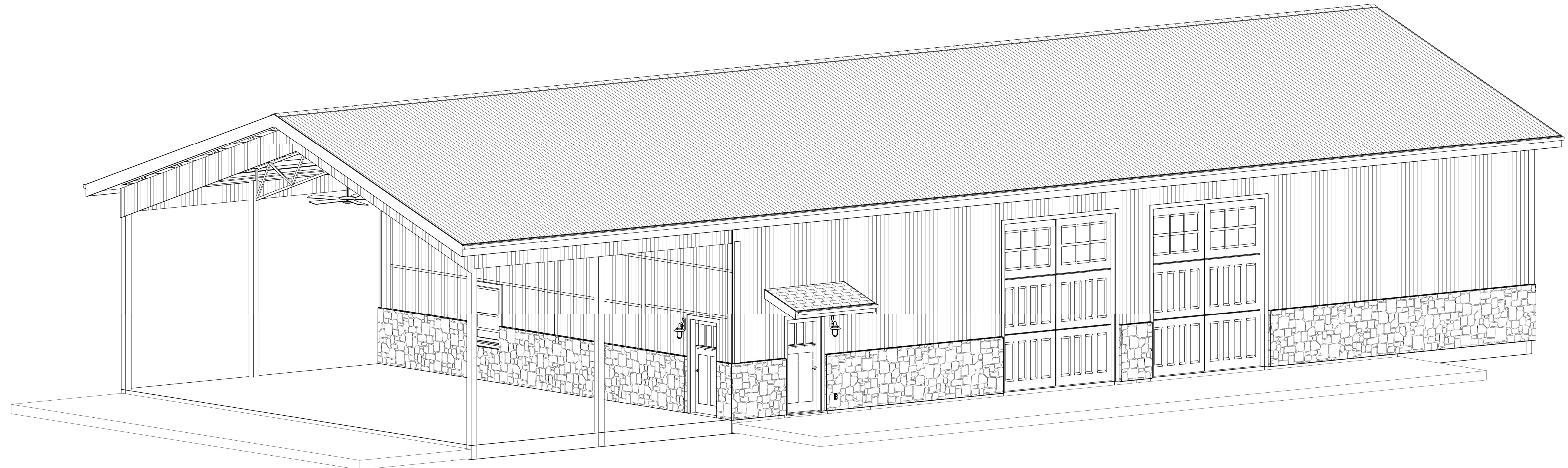
N/A

ATTACHMENTS:

Proposed Building Design

STAFF'S COMMENTS AND RECOMMENDATIONS:

N/A



LAKE LURE MUNICIPAL BUILDING 1

LAKE LURE NORTH CAROLINA

NOTES:
 RENDERINGS ARE NOT TO SCALE. RENDERINGS ARE FOR
 ARTIST'S DEPICTION ONLY. PLOTTING SIZES MAY NOT BE
 REFLECTED IN RENDERINGS. RENDERINGS SHOULD NOT BE USED
 FOR CONSTRUCTION.

- INDEX:**
- A-1 COVER
 - A-2 ELEVATIONS
 - A-3 FLOOR PLAN
 - A-4 FRAMING COVER
 - A-5 FRAMING ELEVATIONS

NO.	DESCRIPTION	BY	DATE

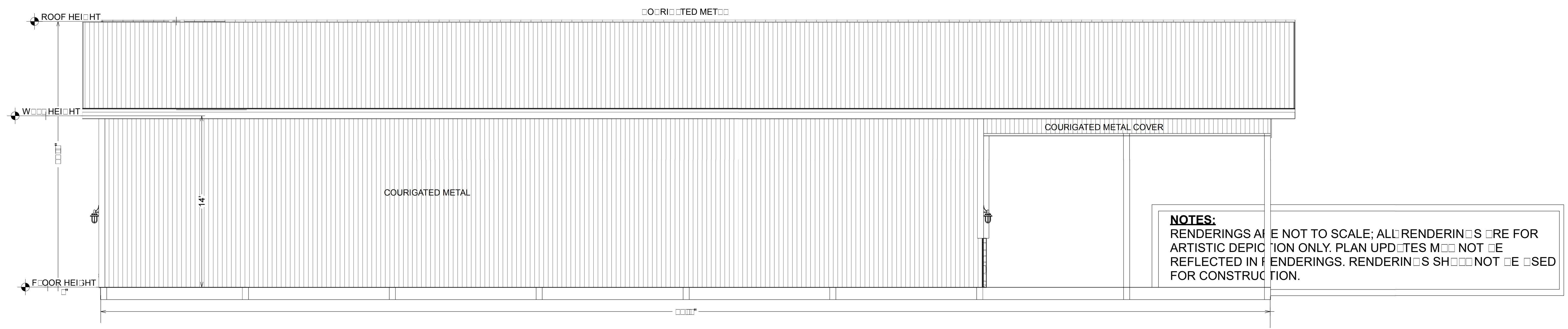
PROJECT DESCRIPTION:
 Lake Lure 1

DRAWINGS PROVIDED BY:

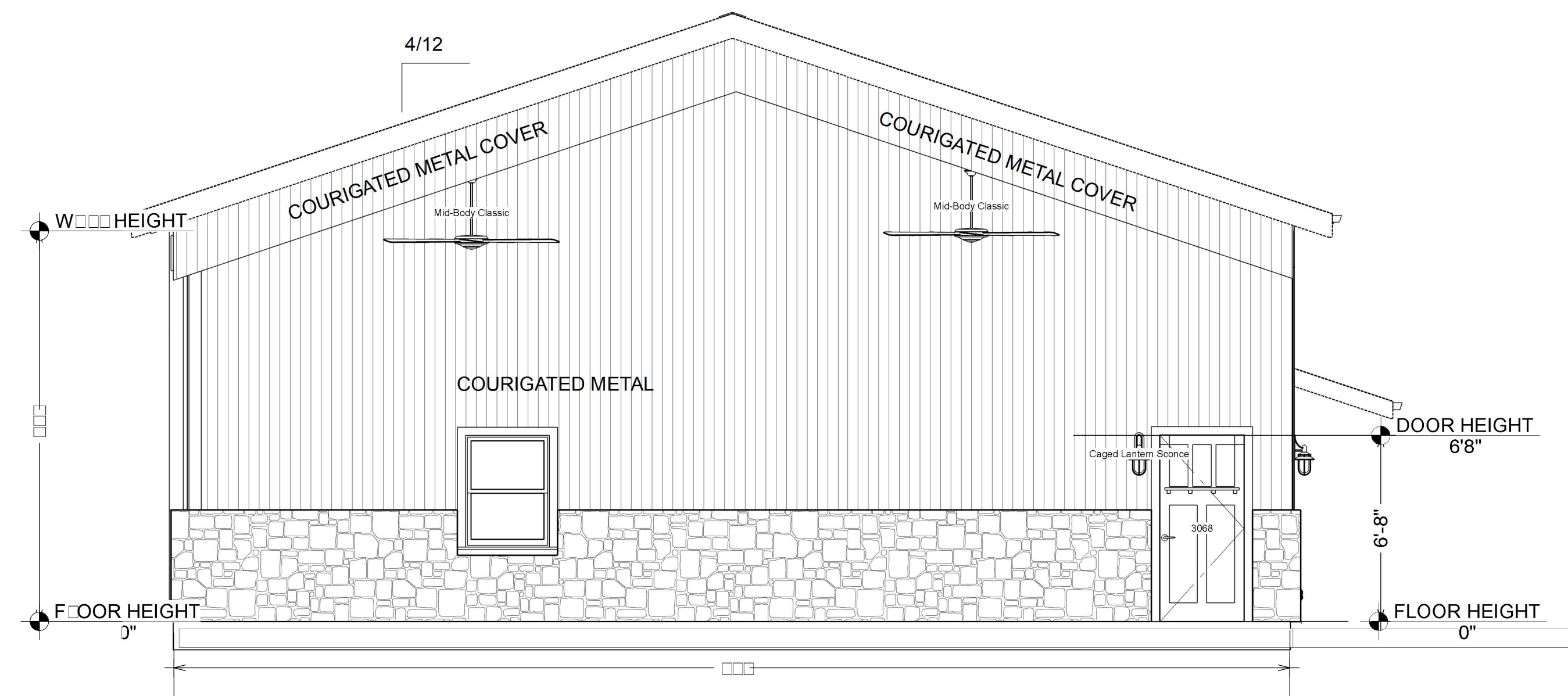
DATE:
 7/22/2024

SCALE:

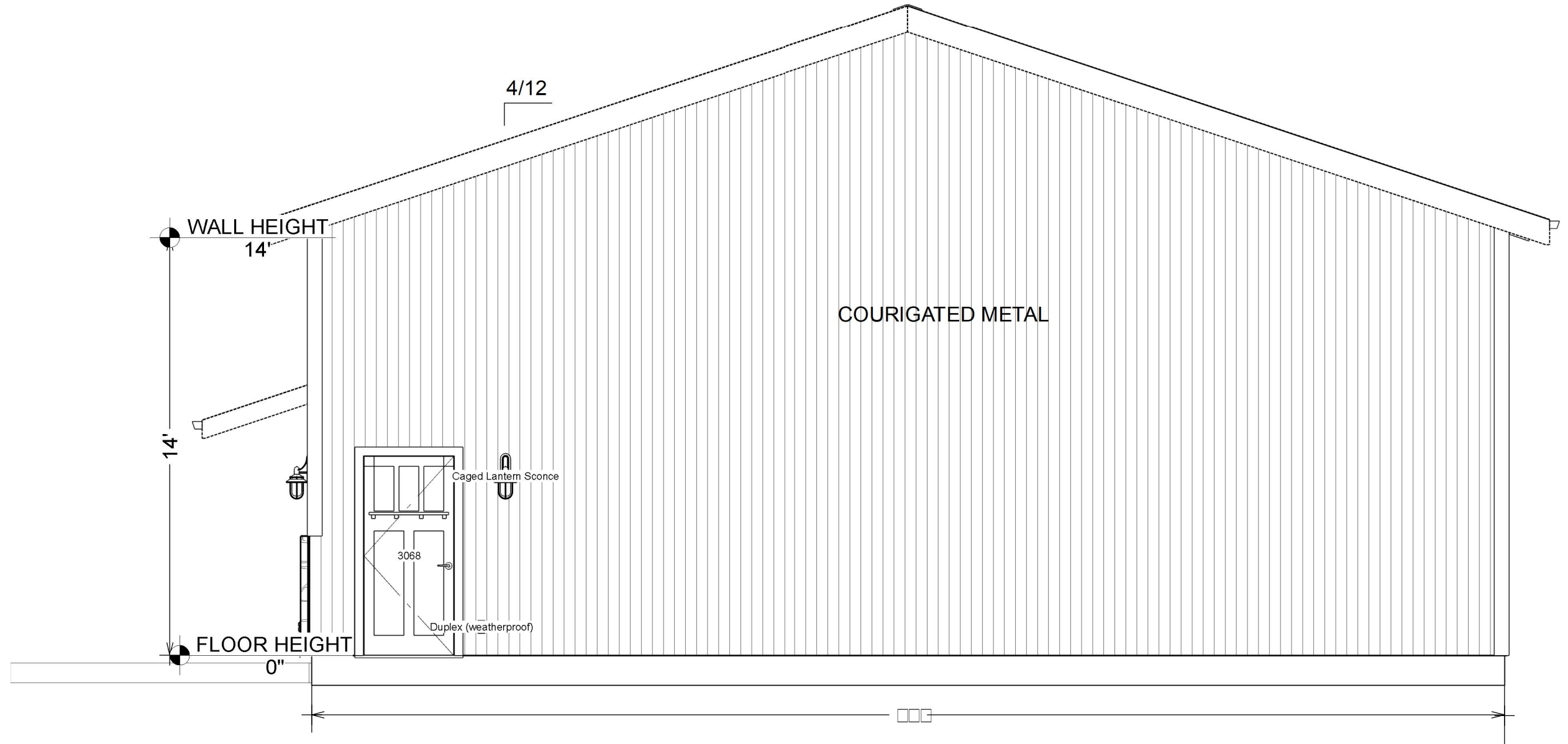
SHEET:
A-1



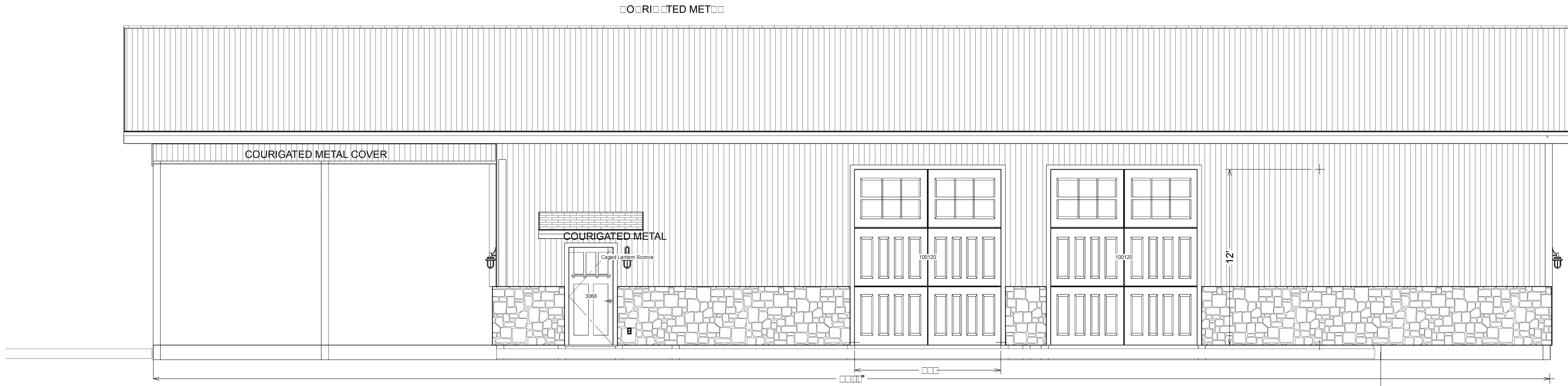
REAR ELEVATION SCALE 1/4=1'



LEFT ELEVATION SCALE 1/4=1'



RIGHT ELEVATION SCALE 1/4=1'



FRONT ELEVATION SCALE 1/4=1'

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NO.	DESCRIPTION	BY	DATE

PROJECT DESCRIPTION: Lake Lure1

DRAWINGS PROVIDED BY:

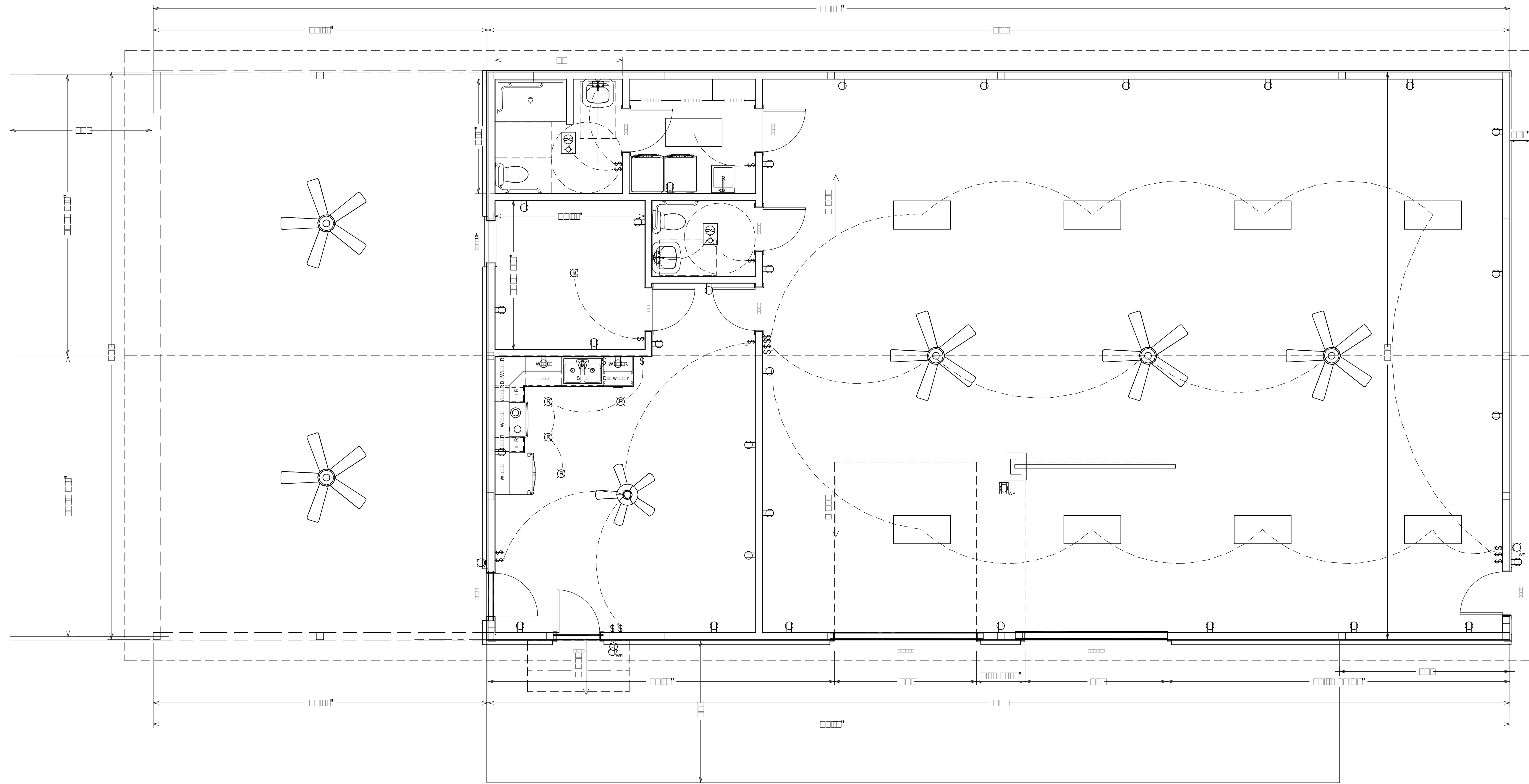
DATE:

7/22/2024

SCALE:

SHEET:

A-2



FLOOR PLAN

SCALE 1"=1'

NO.	DESCRIPTION	BY	DATE

PROJECT DESCRIPTION:
Lake Lure1

DRAWINGS PROVIDED BY:

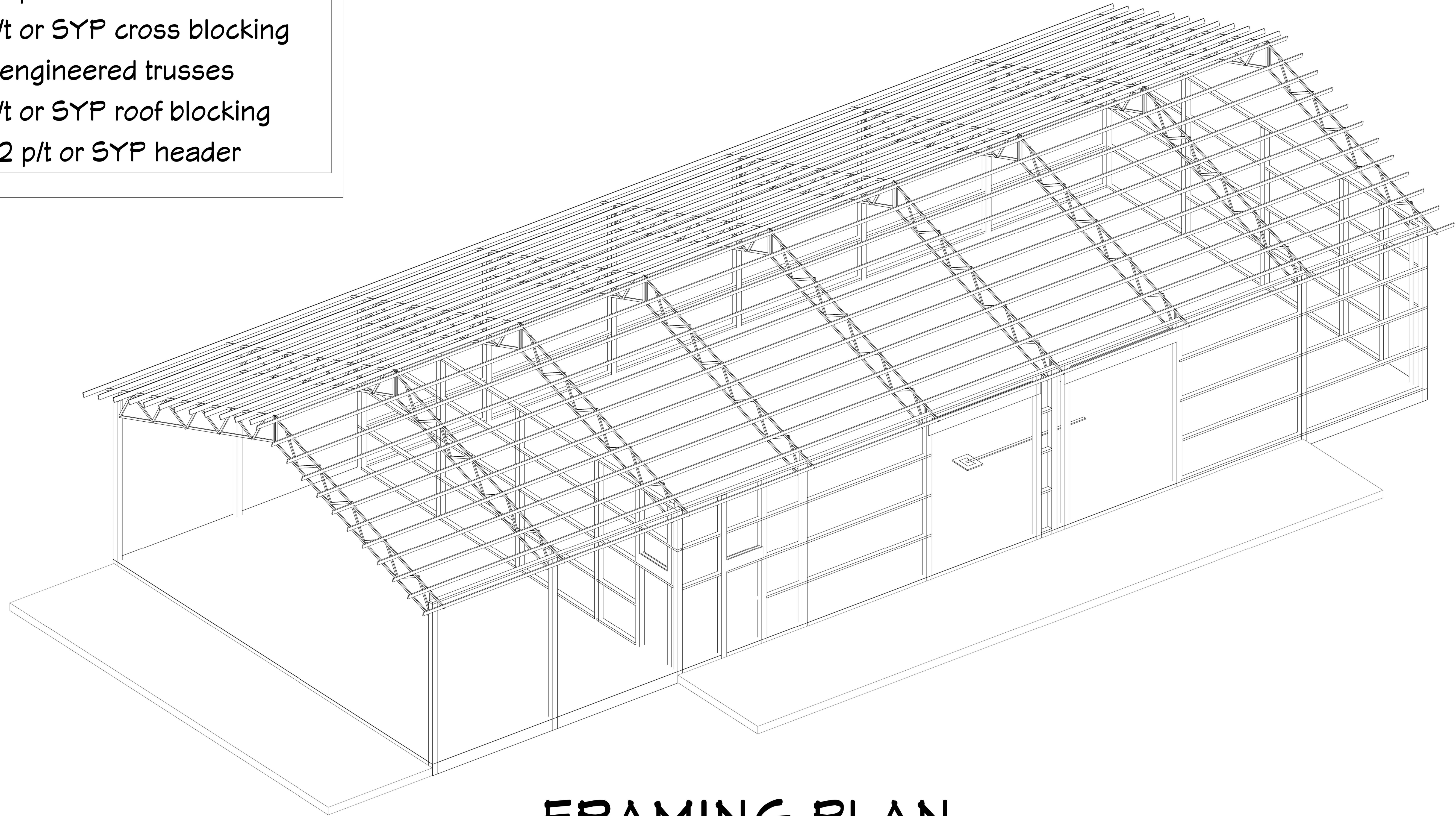
DATE:
7/22/2024

SCALE:

SHEET:
A-3

FRAMING NOTES:

Floor to be 6" +/- 2500 or better
6x6 p/t post
2x6 p/t or SYP cross blocking
Steel engineered trusses
2x6 p/t or SYP roof blocking
2-2x12 p/t or SYP header



FRAMING PLAN

SCALE 1"=1'

NOTES:

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NO.	DESCRIPTION	BY	DATE

PROJECT DESCRIPTION:
Lake Lure1

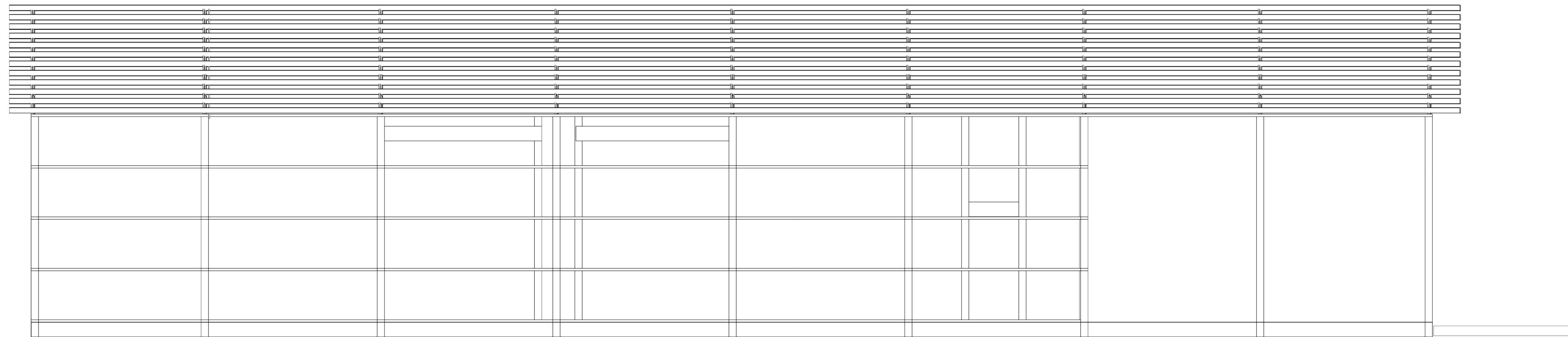
DRAWINGS PROVIDED BY:

DATE:
7/22/2024

SCALE:

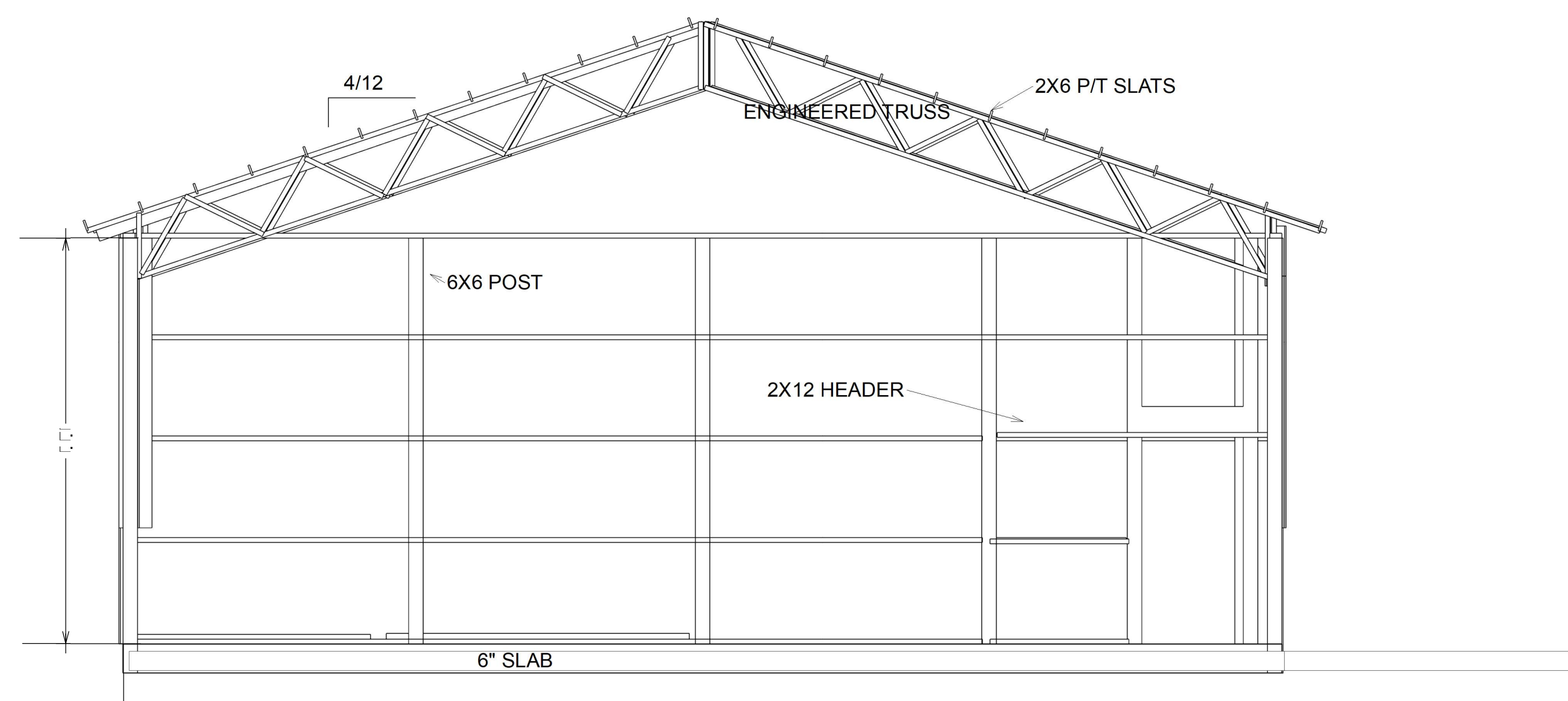
SHEET:

A-4



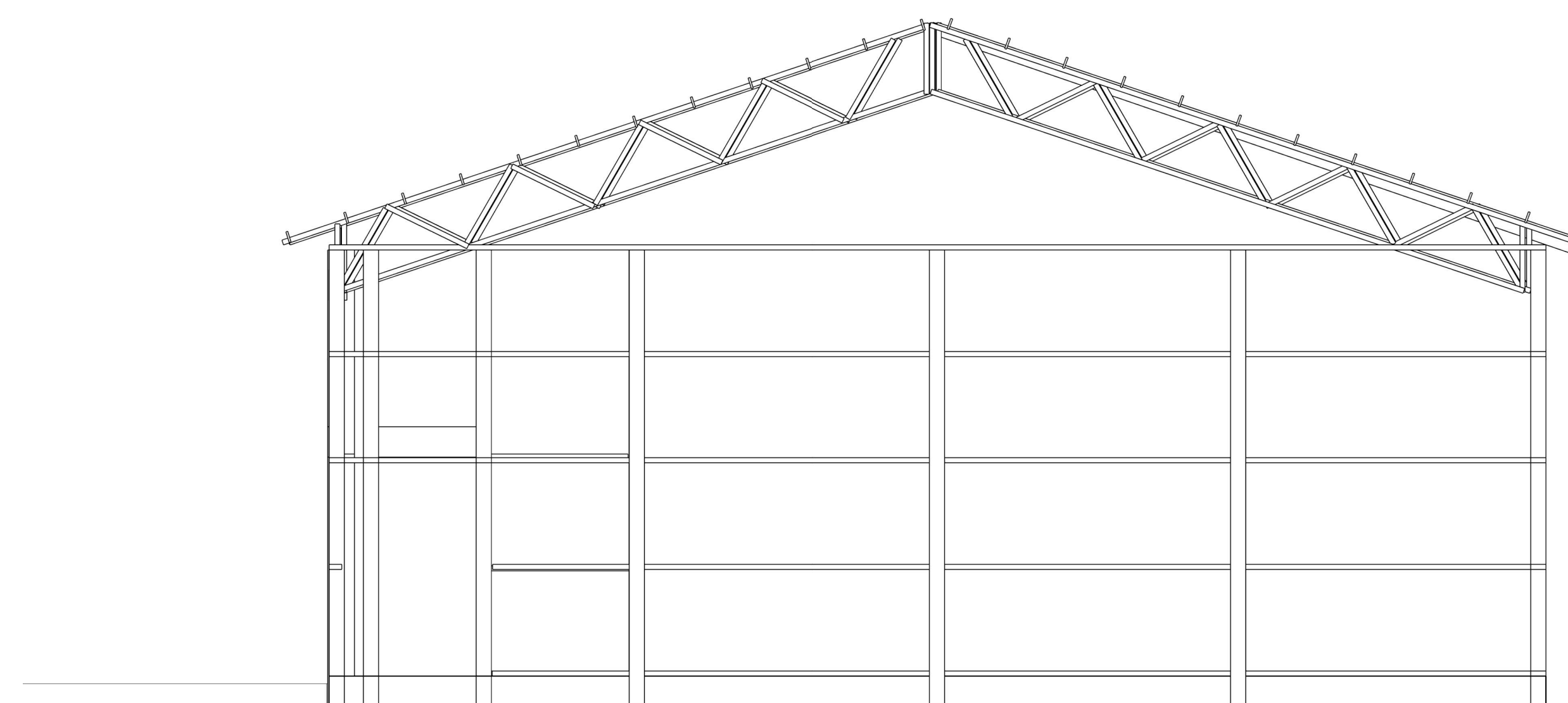
REAR ELEVATION

SCALE 1/4=1'



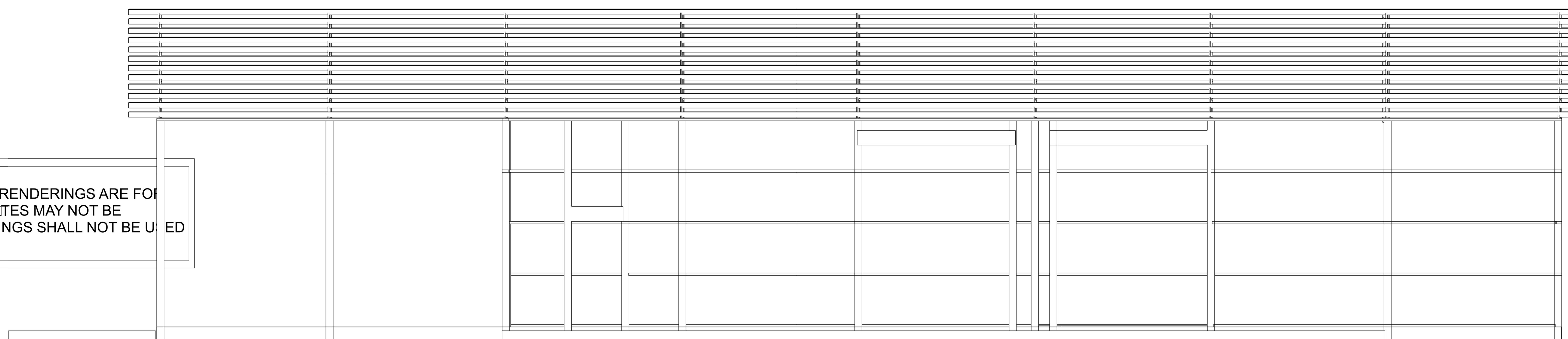
LEFT ELEVATION

SCALE 1/4=1'



RIGHT ELEVATION

SCALE 1/4=1'



FRONT ELEVATION

SCALE 1/4=1'

NOTES:
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NO.	DESCRIPTION	BY	DATE

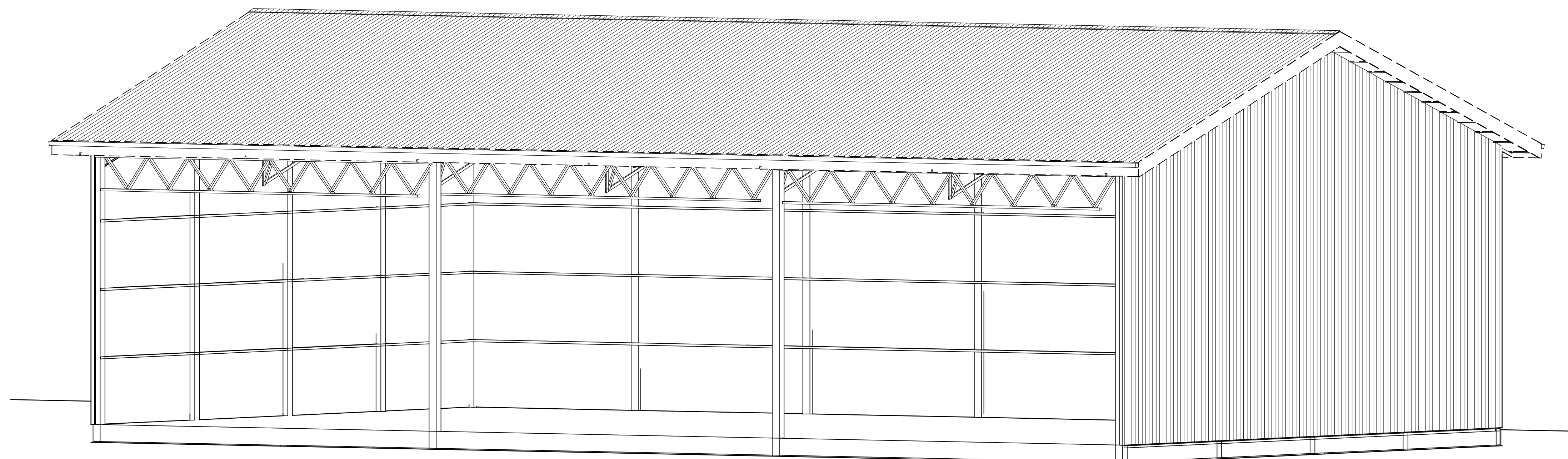
PROJECT DESCRIPTION:
 Lake Lure1

DRAWINGS PROVIDED BY:

DATE:
 7/22/2024

SCALE:

SHEET:
A-5



LAKE LURE MUNICIPAL BUILDING 2

LAKE LURE NORTH CAROLINA

NOTES:
 RENDERINGS ARE NOT TO SCALE. RENDERINGS ARE FOR
 ARTIST'S DEPICTION ONLY. PLOTTING SIZES MAY NOT BE
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 FOR CONSTRUCTION.

- INDEX:**
- A-1 COVER
 - A-2 ELEVATIONS
 - A-3 FLOOR PLAN
 - A-4 FRAMING COVER
 - A-5 FRAMING ELEVATIONS

NO.	DESCRIPTION	BY	DATE

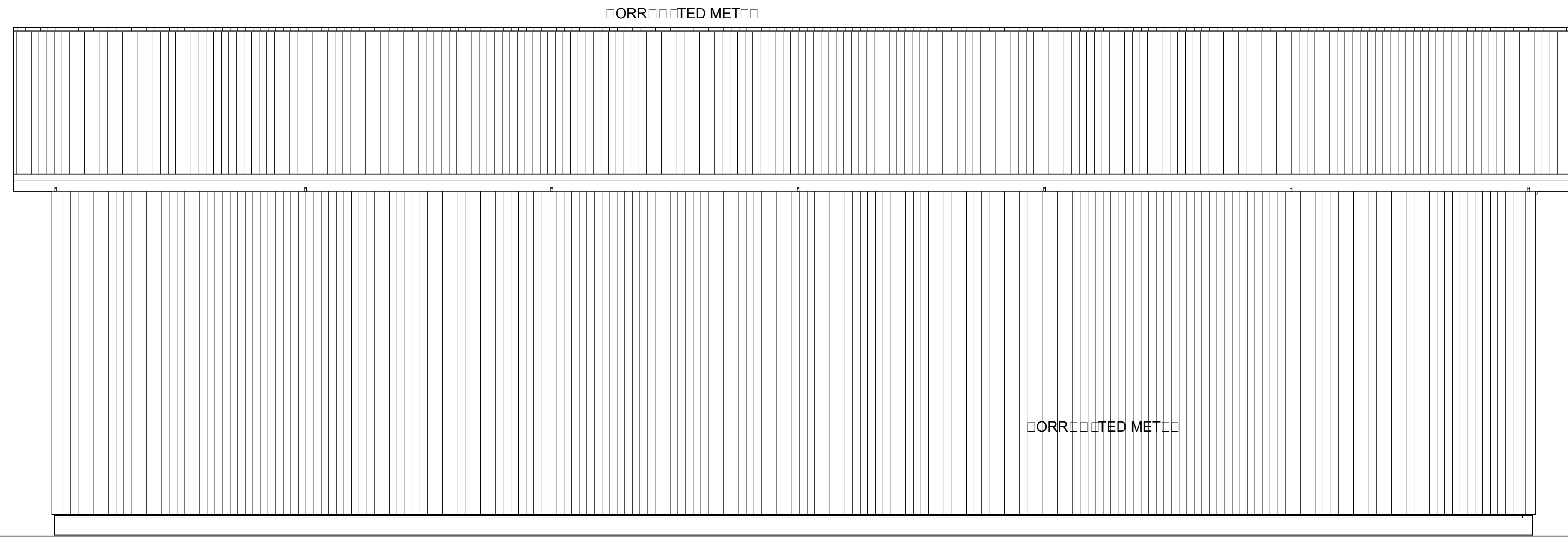
PROJECT DESCRIPTION:
 Lake Lure 2

DRAWINGS PROVIDED BY:

DATE:
 7/22/2024

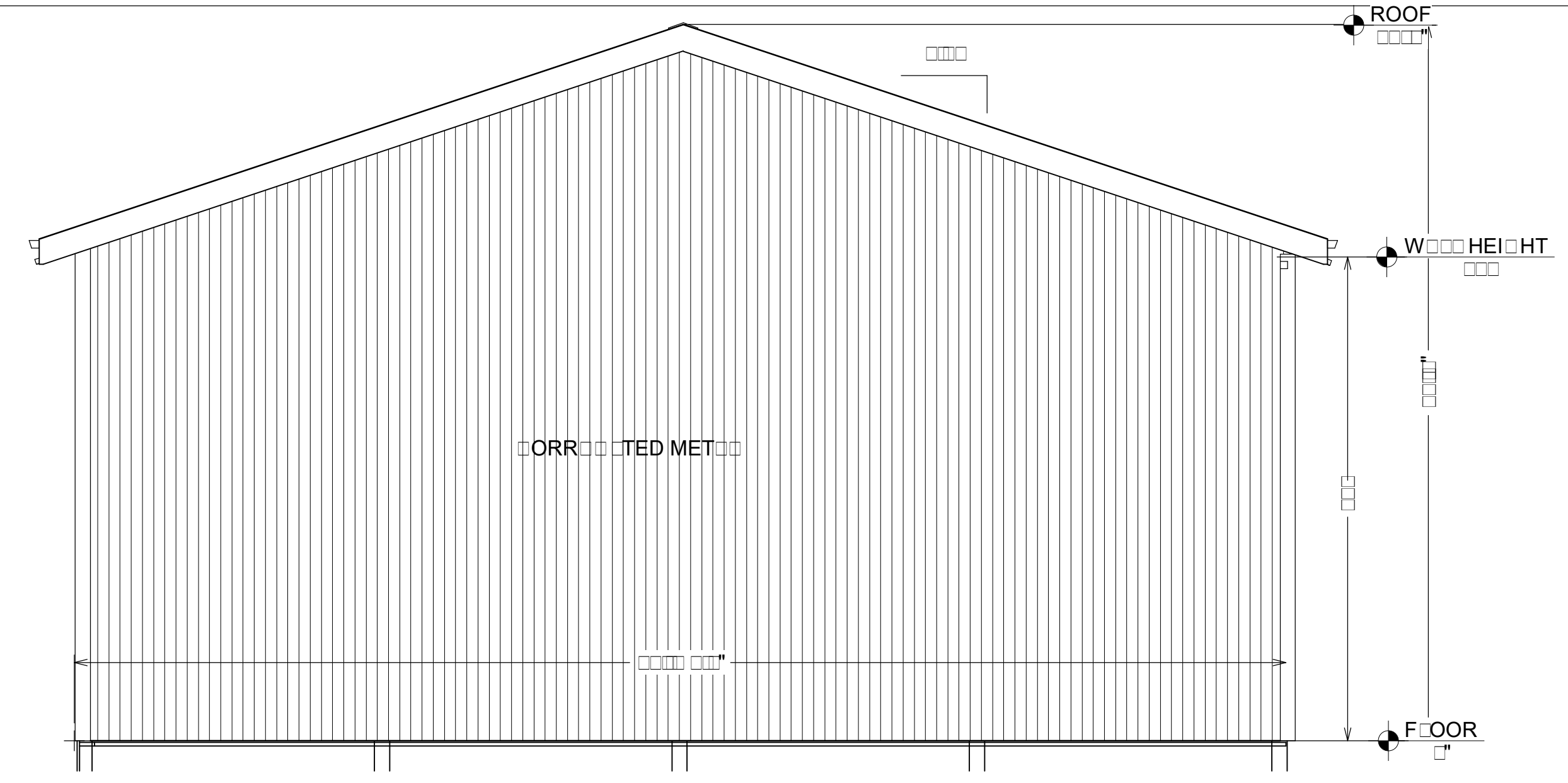
SCALE:

SHEET:
A-1

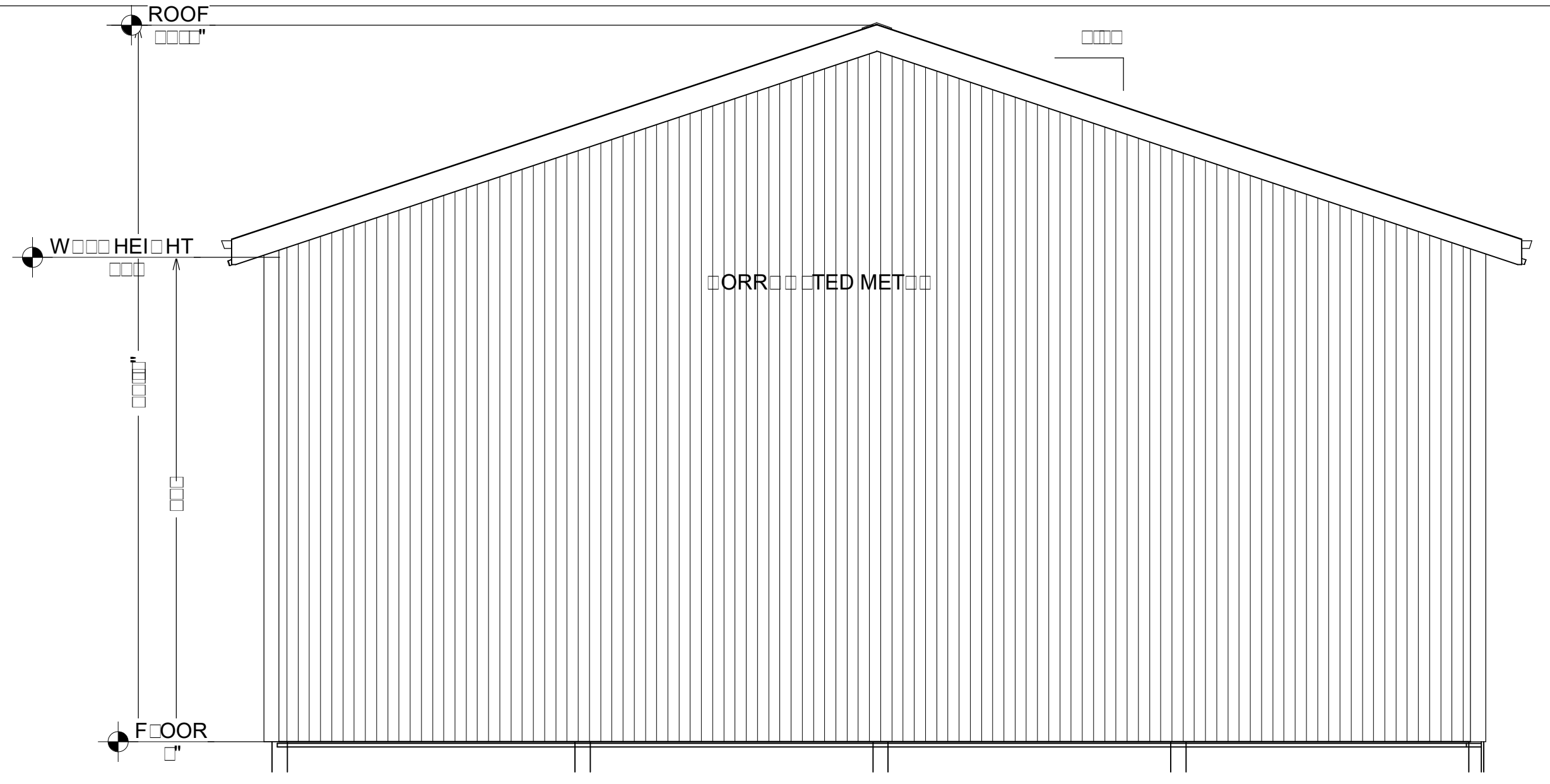


NOTES:
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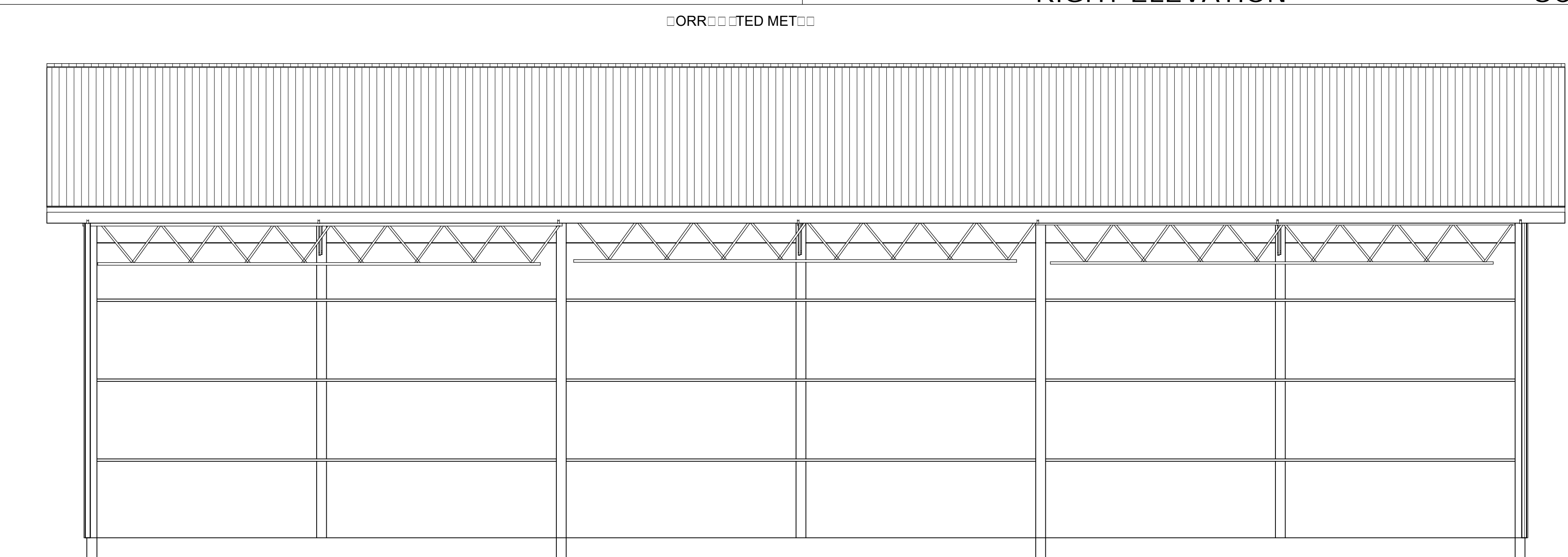
REAR ELEVATION SCALE 1/4=1'



LEFT ELEVATION SCALE 1/4=1'



RIGHT ELEVATION SCALE 1/4=1'



FRONT ELEVATION SCALE 1/4=1'

NO.	DESCRIPTION	BY	DATE

PROJECT DESCRIPTION:
 Lake Lure 2

DRAWINGS PROVIDED BY:

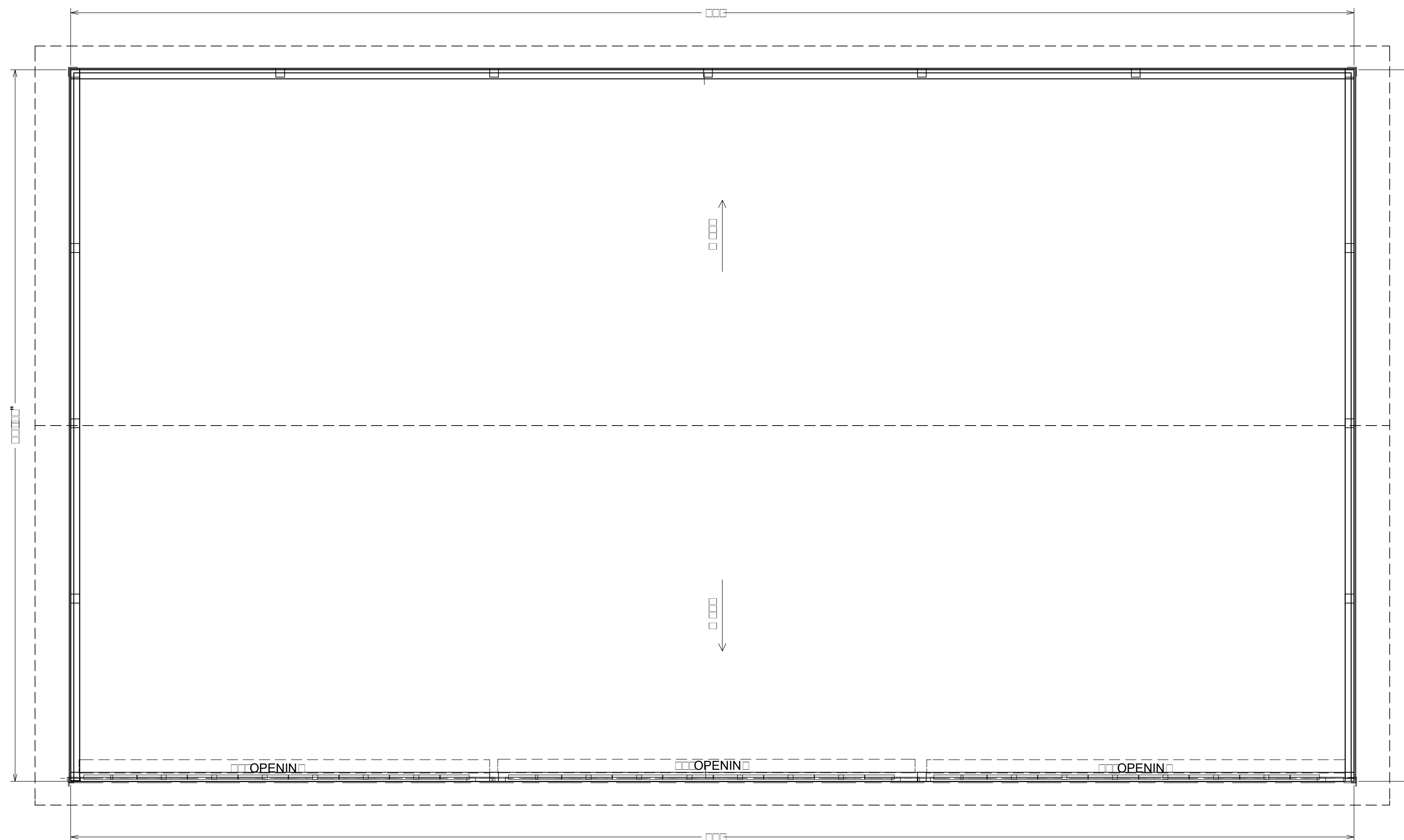
DATE:

7/22/2024

SCALE:

SHEET:

A-2



FLOOR PLAN

SCALE 1"=1'

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NO.	DESCRIPTION	BY	DATE

PROJECT DESCRIPTION:
Lake Lure 2

DRAWINGS PROVIDED BY:

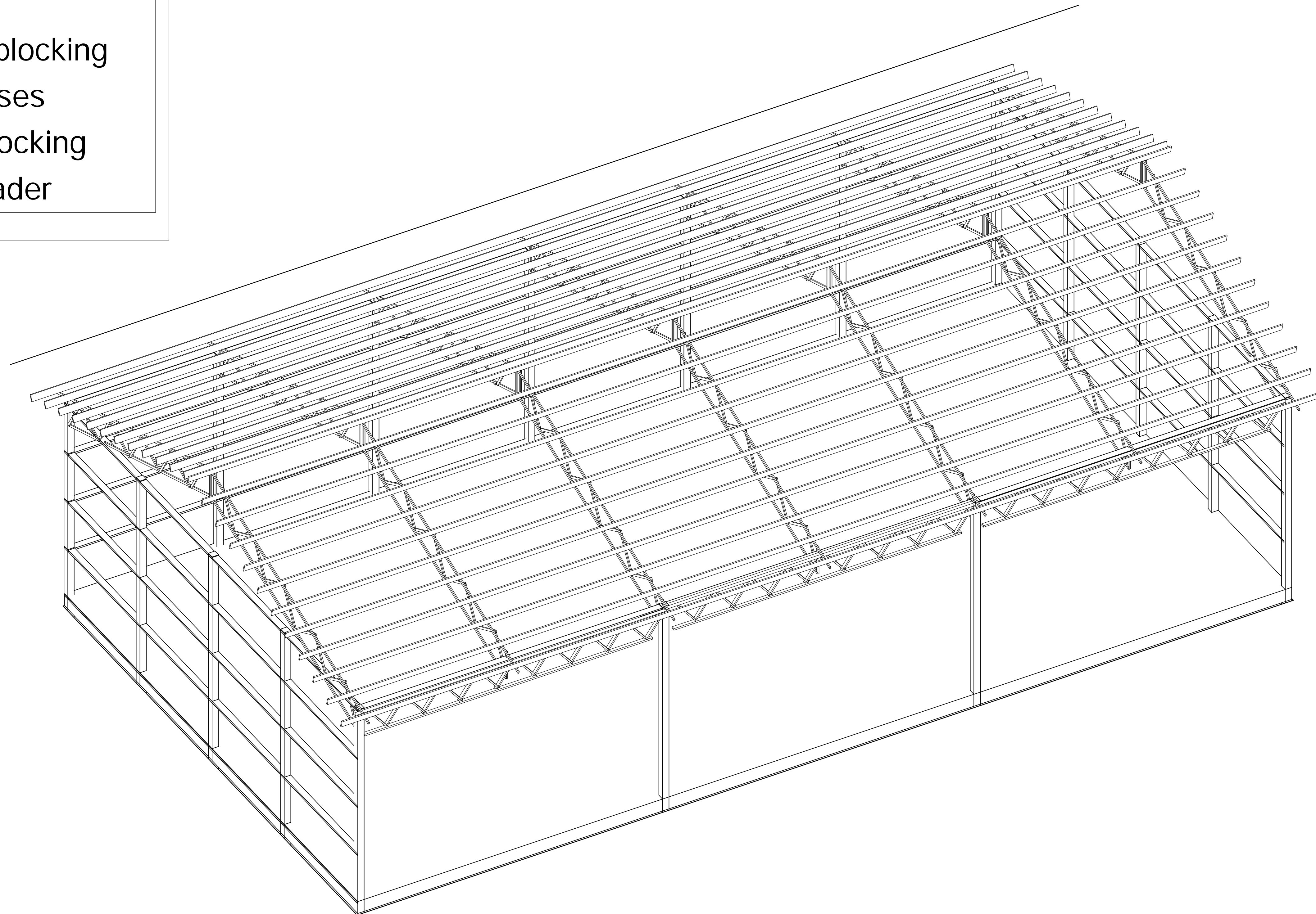
DATE:
7/22/2024

SCALE:

SHEET:
A-3

FRAMING NOTES:

Floor to be 6" +/- 2500 or better
6x6 p/t post
2x6 p/t or SYP cross blocking
Steel engineered trusses
2x6 p/t or SYP roof blocking
2-2x12 p/t or SYP header



FRAMING PLAN

SCALE 1"=1'

NOTES:

RENDERINGS ARE NOT TO SCALE
RENDERINGS ARE FOR
ARTIST'S DEPICTION ON PAPER
DATES MAY NOT BE
REFLECTED IN RENDERINGS
RENDERINGS SHOULD NOT BE USED
FOR CONSTRUCTION

NO.	DESCRIPTION	BY	DATE

PROJECT DESCRIPTION:
Lake Lure 2

DRAWINGS PROVIDED BY:

DATE:
7/22/2024

SCALE:

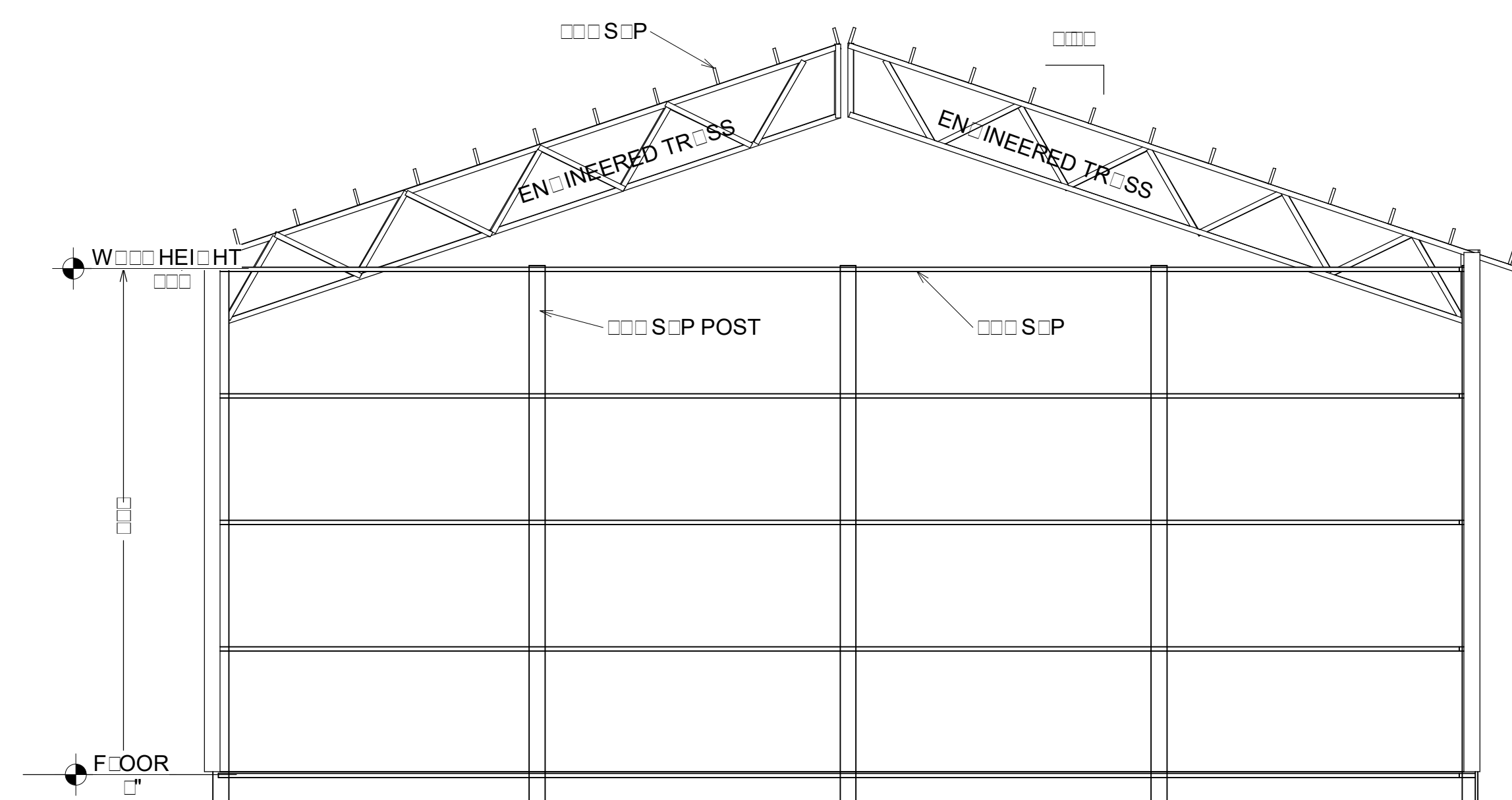
SHEET:

A-4



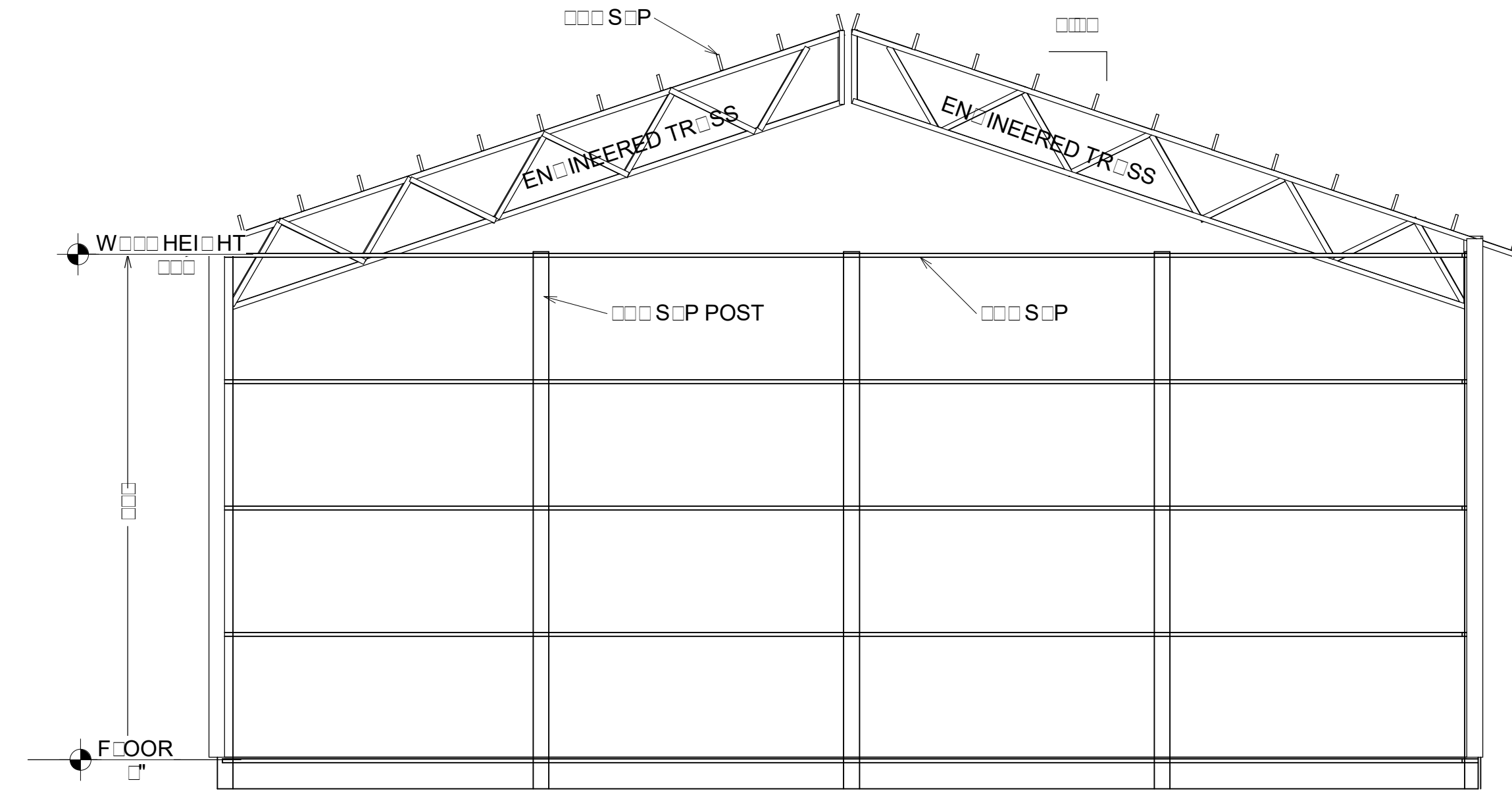
REAR ELEVATION

SCALE 1/4=1'



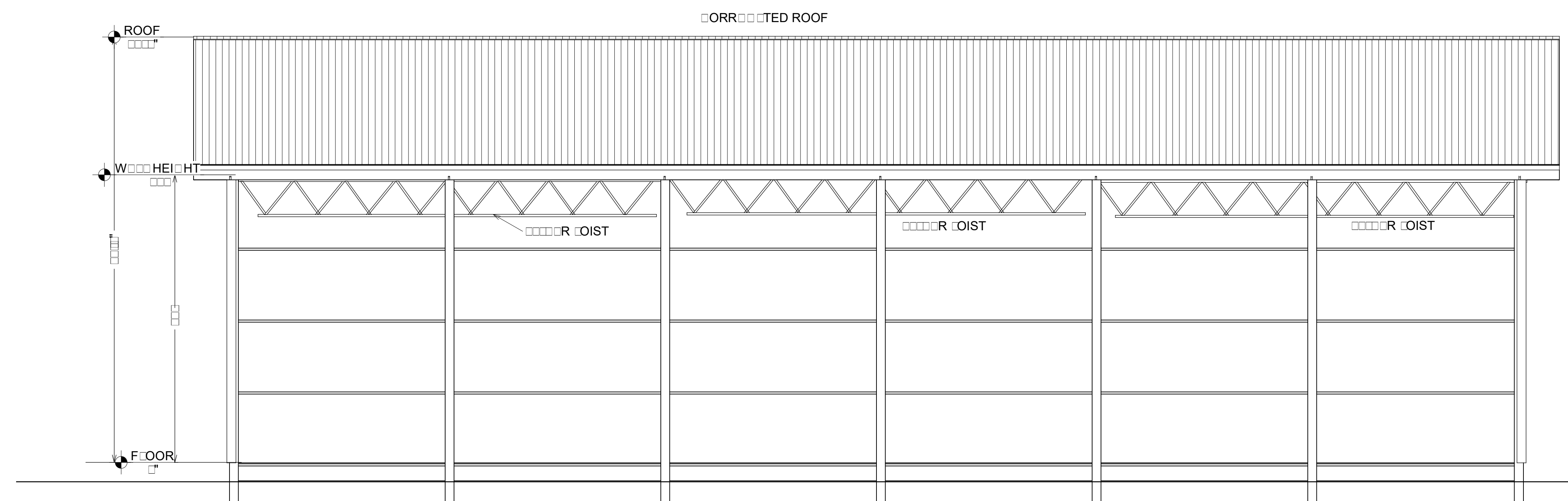
LEFT ELEVATION

SCALE 1/4=1'



RIGHT ELEVATION

SCALE 1/4=1'



FRONT ELEVATION

SCALE 1/4=1'

NOTES:
 RENDERINGS ARE NOT TO SCALE. RENDERINGS ARE FOR ARTIST'S DEPICTION ONLY. PAGES MAY NOT BE REFERENCED IN RENDERINGS. RENDERINGS SHOULD NOT BE USED FOR CONSTRUCTION.

NO.	DESCRIPTION	BY	DATE

PROJECT DESCRIPTION:
 Lake Lure 2

DRAWINGS PROVIDED BY:

DATE:
 7/22/2024

SCALE:

SHEET:

A-5

SITE PLAN
FOR
THE TOWN OF LAKE LURE

PROPOSED MAINTENANCE FACILITY
622 MEMORIAL HIGHWAY

TOWN OF LAKE LURE
CHIMNEY ROCK TOWNSHIP
RUTHERFORD COUNTY
NORTH CAROLINA

SCALE: 1" = 50'
JULY XXXX, 2024

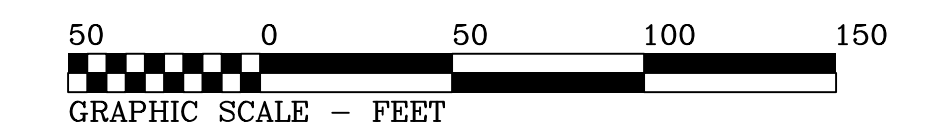


PROJECT DATA
-ADDRESS: 622 MEMORIAL HIGHWAY
-JURISDICTION: TOWN OF LAKE LURE
-ZONING: GU
-FLOOD HAZARD: ZONE "X" FIRM 3710065200J, REVISED 7/2/2008 AND FIRM 3710064200J REVISED 7/2/2008
-TAX PIN: 0642903053
-PARCEL ACREAGE: 201.98 (PER TAX INFORMATION)

**PRELIMINARY
UNCERTIFIED COPY
FOR AGENCY OR MUNICIPAL REVIEW
PURPOSES ONLY NOT FOR RECORDATION
OR FOR CONVEYANCE**

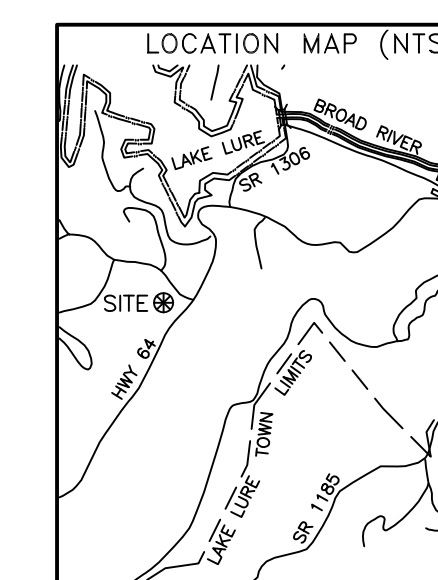
I, DAVID H. HILL, certify that this plot was drawn from an actual survey made under my supervision (deed description recorded in Book SEE, page REFERENCES); that the boundaries not surveyed are clearly indicated as drawn from information found in Book AS, page SHOWN; that the ratio of precision as calculated is 1: 10000; that this plot meets the requirements of The Standards of Practice for Land Surveying in North Carolina (21 NCAC 56.1600).
Witness my original signature, registration number and seal this XXX day of JULY, A.D., 2024.

David H. Hill, NCPLS L-3863



- NOTES:
- 1- AREAS BY COORDINATE COMPUTATION.
 - 2- ALL AREAS SHOWN ARE SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD OR UNRECORDED THAT MAY DIRECTLY AFFECT ALL AREAS SHOWN.
 - 3- NOT FOR RECORDATION.

- LEGEND
- ⊕ MONUMENT FOUND AS NOTED
 - MONUMENT SET AS NOTED
 - POINT NOT STAKED
 - P-PED - PHONE PEDESTAL
 - UP - UTILITY POLE
 - PHP - PHONE POLE
 - TRANS - TRANSFORMER
 - TV-PED - CABLE TV PEDESTAL
 - WM - WATER METER
 - WV - WATER VALVE



DEED REFERENCES: D.B. 153, PG. 356
TAX REFERENCES: 0642903053
PARTY CHIEF:
REVISIONS:

SURVEY BY HILL AND ASSOCIATES SURVEYORS, P.A. LICENSE NUMBER: C-1991	
DAVID H. HILL N.C.P.L.S. 3863	
403 WEST BLUE RIDGE ROAD EAST FLAT ROCK, NORTH CAROLINA 28726 (828) 693-1409	
CHECKED BY: DHH	DRAWING: 20242772SP
DATE: JULY XXX, 2024	DRAWN BY: DHH FILE: 20242772

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: August 28, 2024**

SUBJECT: Consider Approval of Easement with Duke Energy Carolinas, LLC

AGENDA INFORMATION:

Item Number: IX
Department: Administration
Contact: Olivia Stewman, Town Manager
Presenter: Olivia Stewman, Town Manager

BRIEF SUMMARY:

Duke Energy Carolinas, LLC (DEC) will be providing service for the new cell tower when it is installed. In order for DEC to install the facilities, an easement will need to be executed, and a "Consent of Lessee" be included with the easement. Tillman Infrastructure will have to sign the consent form separately.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve the proposed easement with Duke Energy Carolinas, LLC.

ATTACHMENTS:

Proposed Easement

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends approval.

Prepared by: Duke Energy Carolinas, LLC
Return to: Duke Energy Carolinas, LLC
Attn: Amanda Morgan
136 Windover Drive
Forest City, NC 28043

Parcel # 165536

EASEMENT

State of North Carolina
County of Rutherford

THIS EASEMENT (“**Easement**”) is made this ____ day of _____, 20____, from **TOWN OF LAKE LURE**, a municipal corporation and a political subdivision of the State of North Carolina (“**Grantor**”, whether one or more), to **DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company (“**Grantee**”).

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, “**Facilities**”).

Grantor is the owner of that certain property described in that instrument recorded in **Deed Book 2005, Page 774**, Rutherford County Register of Deeds (“**Property**”).

The Facilities may be both overhead and underground and located in, upon, over, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land thirty feet (30') in uniform width for the overhead portion of said Facilities and a strip of land twenty feet (20') in uniform width for the underground portion of said Facilities, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10') wide on all sides of the foundation of any Grantee enclosure/transformer, vault and/or manhole, (hereinafter referred to as the "Easement Area").

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. The rights granted in this Easement include the right to install Facilities wherever needed on the Property to serve future development on the Property and adjoining lands. Portions of the Facilities may be installed immediately and other portions may be installed in the future as the need develops. Facilities installed in the future shall be installed at locations mutually agreeable to the parties hereto if they are to be located outside of the Easement Area. Upon any future installations of Facilities at mutually agreed locations, the Easement Area shall be deemed to include such future locations.
9. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this ____ day of _____, 20_____.

TOWN OF LAKE LURE

a municipal corporation and a political subdivision of the State of North Carolina

_____(SEAL)
OLIVIA STEWMAN, Town Manager

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of _____ County, State of _____, certify that OLIVIA STEWMAN, as Town Manager of **TOWN OF LAKE LURE**, a municipal corporation and a political subdivision of the State of North Carolina, personally appeared before me this day and acknowledged the due execution of the foregoing EASEMENT.

Witness my hand and notarial seal, this ____ day of _____, 20_____.



Notary Public: _____

Commission expires: _____

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: August 28, 2024**

SUBJECT: Consider Approval of Agreement for Flock Safety Camera System

AGENDA INFORMATION:

Item Number: X
Department: Police
Contact: Sean Humphries, Police Chief
Presenter: Sean Humphries, Police Chief

BRIEF SUMMARY:

Flock is a company that installs cameras at key points in towns where the municipalities feel they will get the best benefit from the cameras. The cameras have tag readers which read every tag the passes the camera 24/7. The system notifies the officers on duty when a vehicle enters the city, and the tag has been flagged for stolen vehicle, amber alerts, silver alerts, if the operator of the vehicle is wanted for murder, ETC. The capabilities and benefits from these cameras for law enforcement and the safety of community are immeasurable, which is evident by how many cities are currently utilizing these cameras.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approval agreement for Flock Safety Camera System.

ATTACHMENTS:

Flock Camera Agreement Proposal

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends approval.

Flock Safety + NC - Lake Lure PD

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F████████████████████

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PO N██████████ ██████████ r██████████

flock safety

Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Item Description

Item Description

Item Description

Item Description

Hardware and Software Products

Item Description

Item	Cost	Quantity	Total
Flock Safety Platform			\$12,000.00
Flock Safety Flock OS			
FlockOS™ Enterprise	10000.00	1	10000.00
Flock Safety LPR Products			
Flock Safety LPR	2000.00	1	2000.00

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services	5000.00	1	5000.00

Subtotal Year 1:	17000.00
Annual Recurring Subtotal:	17000.00
Estimated Tax:	1000.00
Contract Total:	18000.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Platform	One-time fee for the Flock Safety Platform license and the Flock Safety Platform software.

One-Time Fees	Service Description
Installation of the Flock Safety Platform	One-time fee for the installation of the Flock Safety Platform software on the user's device.
Professional Services Standard License	One-time fee for the Professional Services Standard License, which includes access to the Flock Safety Platform software and the Flock Safety Platform Standard License.
Professional Services Standard License	One-time fee for the Professional Services Standard License, which includes access to the Flock Safety Platform software and the Flock Safety Platform Standard License.

FlockOS Features & Description

FlockOS Features	Description
One-time Newswire	Tool to receive and disseminate information from the Flock Safety Platform (PR) and other sources.
One-time Newswire	One-time fee for FlockOS.
Standard Newswire Professional Services	Standard Newswire Professional Services, which includes access to the Flock Safety Platform software and the Flock Safety Platform Standard License.
Non-standard Newswire Professional Services	Non-standard Newswire Professional Services, which includes access to the Flock Safety Platform software and the Flock Safety Platform Standard License.
One-time Newswire	Tool to receive and disseminate information from the Flock Safety Platform (PR) and other sources.
Tool to receive and disseminate information	Standard Newswire Professional Services, which includes access to the Flock Safety Platform software and the Flock Safety Platform Standard License.
Professional Services	Professional Services, which includes access to the Flock Safety Platform software and the Flock Safety Platform Standard License.
Professional Services	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate, and other information.
Installation of the Flock Safety Platform	One-time fee for the installation of the Flock Safety Platform software on the user's device.
ESRI Mobile Mapping	Mobile mapping software that allows users to create and update maps of their area.
Real-time Alerts for Flock Safety Platform	Real-time alerts for wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Crime Information Center for Motor Vehicle (NCIC-MV).
One-time Newswire	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera.

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: August 28, 2024**

SUBJECT: Review Short Term Rental Advisory Board Applications

AGENDA INFORMATION:

Item Number: XI
Department: Administration
Contact: Elba Willette, Town Clerk
Presenter: Olivia Stewman, Town Manager

BRIEF SUMMARY:

Town Council will review applications for the Short Term Rental Advisory Board and hold any necessary discussions. Members of the Board will be appointed via ballot during the September 10th regular Town Council meeting.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

N/A

ATTACHMENTS:

Short Term Rental Advisory Board Applications

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends appointment of board members at the September regular meeting.



Volunteer Board Application

Name

Trace Boswell

Address

395 Golden Ridge Dr, Lake Lure, North Carolina 28746

Amount of time as a Lake Lure resident:

5 years

Home Phone

Mobile Phone

(954) 325-7571

Email

tboswell62@gmail.com

Please check the appropriate box and indicate a preference if checking more than one.

Choice

Short Term Rental Advisory Board

Rationale and qualifications for serving:

30+ years of business operations. Managing large dollars of assets, employees and multiple facilities. My wife and I also had a short term rental in Florida before moving to NC.

Other Volunteer activities in which you are currently involved, including other Boards or Committees:

Currently on the ABC Board

Other information you feel might be pertinent, including current or prior occulation of resume:

Resume (Optional)

Resume TB 10 22.doc

Signature

Date

7/29/2024



ABC BOARD

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BOARD OF ADJUSTMENT AND LAKE STRUCTURE APPEALS BOARD (BOA/LSAB)

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LAKE ADVISORY BOARD (LAB)

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Volunteer Board Application

Name

Scott	D	Martin
First	MI	Last

Address

269 Fairway Drive
Address Line 1

Address Line 2

Lake Lure	North Carolina	28746
City	State	Zip Code

Amount of time as a Lake Lure resident:

Full

Home Phone

Mobile Phone

Email

Please check the appropriate box and indicate a preference if checking more than one.

Choice

- ABC Board
- Board of Adjustment & Lake Structure Appeals Board
- Lake Advisory Board
- Parks & Recreation Board
- Short Term Rental Advisory Board
- Zoning & Planning Board

Rationale and qualifications for serving:

Other Volunteer activities in which you are currently involved, including other Boards or Committees:

Other information you feel might be pertinent, including current or prior occupation of resume:

Resume (Optional)

Signature

Date

7/26/2024

Scott D. Martin

ABC BOARD

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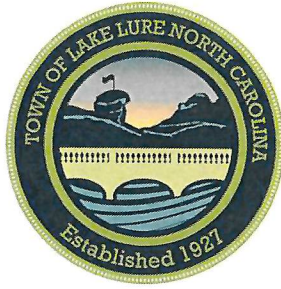
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VOLUNTEER APPLICATION FORM

Name: Pat Buede

Address: 2153 Memorial Hwy. Lake Lure Resident for 23 years

Home Phone: _____ Cell Phone: 388-2144 Email: patbuede537@gmail.com

Employer: X Address: X

PLEASE CHECK THE APPROPRIATE BOX AND INDICATE A PREFERENCE IF CHECKING MORE THAN ONE

- Board of
Adjustment & Lake
Structure Appeals
Board
 - Zoning & Planning
Board
 - Lake Advisory
Board
 - Parks & Recreation
Board
 - ABC Board
- Short Term Rental

Rationale and qualifications for serving: Long time permanent resident, attend council meetings, served on Chamber Board, volunteered for events for 15 years

Other volunteer activities in which you are currently involved, including other Boards or Committees: actively getting ready to retire

Other information you feel might be pertinent, including current or prior occupation or resume: 20 year public school educator, coach, sales, volunteer for a state association & their committees

Signature: Pat Buede Date: 7-24-24





Volunteer Board Application

Name

Melva	H	Dye
First	MI	Last

Address

256 Firefly Cove
Address Line 1

Address Line 2

Lake Lure	North Carolina	28746
City	State	Zip Code

Amount of time as a Lake Lure resident:

8 years

Home Phone

(828) 436-7043

Mobile Phone

(225) 315-2610

Email

mdyepmc@aol.com

Please check the appropriate box and indicate a preference if checking more than one.

Choice

- ABC Board
- Board of Adjustment & Lake Structure Appeals Board
- Lake Advisory Board
- Parks & Recreation Board
- Short Term Rental Advisory Board
- Zoning & Planning Board

Rationale and qualifications for serving:

I previously owned a condo in Firefly Cove. In addition to family vacations, this condo was used as a short-term vacation rental. During the 7 years that I owned this condo, I lived out of state, but my rental agent was a licensed real estate broker located in Lake Lure.

Other Volunteer activities in which you are currently involved, including other Boards or Committees:

I presently serve as VP on the Board of Directors of the Firefly Cove POA. I also served on past Firefly Cove Boards as President for 2 years.

Other information you feel might be pertinent, including current or prior occupation of resume:

I was born and raised in Henderson County. After many years living and working in Houston, TX, and Baton Rouge, LA, my husband and I relocated to Lake Lure. He died in 2023, and I am semi-retired. I perform bookkeeping duties for Pinnacle Sotheby's International Realty here in Lake Lure in a sub-contractor capacity. In addition to renting my personal property for short-term vacation rentals, I have past experience in working with vacation rentals on a professional basis thru my current work situation.

Resume (Optional)

Signature

Date

7/26/2024



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Volunteer Board Application

Name

Marla Machado

Address

131 Jonadel Court, Lake Lure, North Carolina 28746

Amount of time as a Lake Lure resident:

7 years

Home Phone

(828) 755-7005

Mobile Phone

Email

mmachado77@gmail.com

Please check the appropriate box and indicate a preference if checking more than one.

Choice

Short Term Rental Advisory Board

Rationale and qualifications for serving:

I am a local realtor and resident, I sell a significant number of short term rentals every year. I would love the opportunity to be on this board to help the future of Lake Lure

Other Volunteer activities in which you are currently involved, including other Boards or Committees:

Rutherford County Endowment Board Member

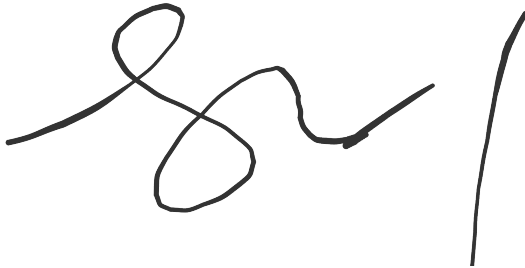
Other information you feel might be pertinent, including current or prior occulation of resume:

Resume (Optional)

Signature

Date

8/6/2024



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Volunteer Board Application

Name

Maria		DiOrio
First	MI	Last

Address

145 Neighborly Dr
Address Line 1

Address Line 2

Lake Lure	North Carolina	28746
City	State	Zip Code

Amount of time as a Lake Lure resident:

10 years

Home Phone

Mobile Phone

Email

Please check the appropriate box and indicate a preference if checking more than one.

Choice

- ABC Board
- Board of Adjustment & Lake Structure Appeals Board
- Lake Advisory Board
- Parks & Recreation Board
- Short Term Rental Advisory Board
- Zoning & Planning Board

Rationale and qualifications for serving:

Other Volunteer activities in which you are currently involved, including other Boards or Committees:

Other information you feel might be pertinent, including current or prior occupation of resume:

Resume (Optional)

Signature

Date

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Volunteer Board Application

Name

Kimberly Sayles

Address

122 Harris Rd, Lake Lure, North Carolina 28746

Amount of time as a Lake Lure resident:

8 years

Home Phone

Mobile Phone

(843) 504-0123

Email

kneely001@icloud.com

Please check the appropriate box and indicate a preference if checking more than one.

Choice

Board of Adjustment & Lake Structure Appeals Board
Short Term Rental Advisory Board

Rationale and qualifications for serving:

Degree in hotel and restaurant management. Worked in many departments of high-end boutique hotels. My history has also been owning a campground, an apartment building, and now I own a bed-and-breakfast in Lake Lure. I also manage a house on Lake Lure for a person who lives in New York City..

Other Volunteer activities in which you are currently involved, including other Boards or Committees:

Currently on the board for board adjustments, and Lake structure, appeals.

Other information you feel might be pertinent, including current or prior occulation of resume:

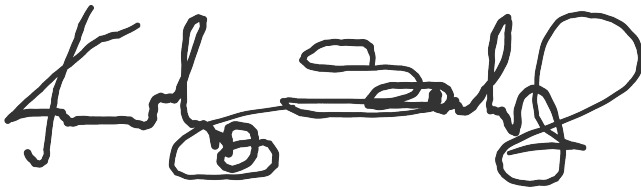
It is important to regulate in a common sense manner in the area of short term rentals. I would like to be a voice on this board to help keep Lake Lure the beautiful gem that it is , It needs to be safe and clean community for all residence, including our animals.

Resume (Optional)

Signature

Date

8/6/2024



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Volunteer Board Application

Name

<input type="text" value="Ken"/>	<input type="text"/>	<input type="text" value="Floyd"/>
First	MI	Last

Address

Address Line 1
Address Line 2

<input type="text" value="Lake Lure"/>	<input type="text" value="North Carolina"/>	<input type="text" value="28746"/>
City	State	Zip Code

Amount of time as a Lake Lure resident:

Home Phone

(864) 320-6240

Mobile Phone

(864) 320-6240

Email

ken@lakelurenc.com

Please check the appropriate box and indicate a preference if checking more than one.

Choice

- ABC Board
- Board of Adjustment & Lake Structure Appeals Board
- Lake Advisory Board
- Parks & Recreation Board
- Short Term Rental Advisory Board
- Zoning & Planning Board

Rationale and qualifications for serving:

I agree with the need for this board and think it will benefit the community having it. I have served on other boards like this one and think I could offer some helpful advice and insight into short term rentals.

Other Volunteer activities in which you are currently involved, including other Boards or Committees:


Currently serving as:
 VP of Chamber of Commerce Black Mountain
 Deck the Trees Committee
 Sourwood Festival Committee
 Holly Jolly Committee
 Rotarian
 Assistant Scout Master Troop 50 Montreat

Previously served as:
 President of Chamber of Commerce Wallace
 Mayoral Advisory Board Wallace
 Depot Commission Board
 Industry Relations Committee Visit Florida
 United Way Finance Committee
 Tourism Development Advisory Board

Other information you feel might be pertinent, including current or prior occulation of resume:

Resume (Optional)

Signature

A handwritten signature in black ink, consisting of a vertical line on the left, a large loop on the right, and a horizontal line extending from the bottom of the loop.

Date

7/12/2024

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Volunteer Board Application

Name

Jennifer Romaine

Address

617 Quail Ridge Blvd, Lake Lure, North Carolina 28746

Amount of time as a Lake Lure resident:

4+ years

Home Phone

Mobile Phone

(704) 615-9291

Email

jennifer@jenniferromaine.com

Please check the appropriate box and indicate a preference if checking more than one.

Choice

Short Term Rental Advisory Board

Rationale and qualifications for serving:

Previously served on the Weddington town Planning Board & Chair of the Historic Preservation Committee. Previously an active Real Estate Broker for 12 years. Would like to once again get involved & serve on an advisory board. This particular board is of interest due to the importance of short term rentals and balancing those needs with the needs of residents within the community.

Other Volunteer activities in which you are currently involved, including other Boards or Committees:

Volunteer: Wreaths Across America, The Landings of Lake Lure

Other information you feel might be pertinent, including current or prior occulation of resume:

Resume (Optional)

Signature

Date

8/5/2024



ABC BOARD

The ABC Board is charged by the State of North Carolina with the authority to adopt the rules necessary for the operation of its store, subject to approval by the state ABC Commission. This authority includes buying and selling of alcoholic beverages, supervising employees, borrowing money, buying and leasing real and personal property and investing surplus funds. This board consists of three members serving staggered, three-year terms. Meetings are held the third Monday of each month at 3:30 P.M.

BOARD OF ADJUSTMENT AND LAKE STRUCTURE APPEALS BOARD (BOA/LSAB)

The BOA hears and decides appeals from any decision, order, or determination made by Town Staff with the responsibility of making decision about land use in interpreting and enforcing the Zoning Regulations. The BOA also approves conditional use permits and grants variances, in specific cases, from the provisions of the Zoning Regulations. The LSAB is authorized to grant variances, in specific cases, from the provisions of the Lake Structure Regulations. Members of these boards are required to participate in specialized training. These boards consist of five regular and three alternate members serving staggered, three-year terms and the same members serve on both boards. Meetings are held the fourth Tuesday each month at 1:00 PM for the BOA and the LSAB meets shortly thereafter.

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PARKS AND RECREATION BOARD (PRB)

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SHORT TERM RENTAL ADVISORY BOARD (STRAB)

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Volunteer Board Application

Name

Cate Szabo

Address

517 Luther Burbank Drive, Lake Lure, North Carolina 28746

Amount of time as a Lake Lure resident:

5 years

Home Phone

Mobile Phone

(954) 235-6278

Email

cateszabo@gmail.com

Please check the appropriate box and indicate a preference if checking more than one.

Choice

Short Term Rental Advisory Board

Rationale and qualifications for serving:

I have owned and operated a short term rental in Lake Lure since 2018 and have maintained an excellent relationship with neighbors and members of the community. I feel I can offer helpful input to foster a positive relationship between professional operators and their neighbors who are entitled to a peaceful and safe home environment.

Other Volunteer activities in which you are currently involved, including other Boards or Committees:

None regarding the town. I volunteer as a Guardian ad Litem for Henderson County.

Other information you feel might be pertinent, including current or prior occupation of resume:

Resume (Optional)

Signature

Date

8/5/2024

A handwritten signature in black ink, consisting of a large, stylized initial 'A' followed by a long horizontal line extending to the right.

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VOLUNTEER APPLICATION FORM

Name: Beth Heer

Address: 294 Seton Rd Lake Lure Resident for 8 years

Home Phone: _____ Cell Phone: 828-226-5875 Email: Bethheer@gmail.com

Employer: Self Emp Address: Same as above

PLEASE CHECK THE APPROPRIATE BOX AND INDICATE A PREFERENCE IF CHECKING MORE THAN ONE

- Board of
Adjustment & Lake
Structure Appeals
Board
 - Zoning & Planning
Board
 - Lake Advisory
Board
 - Parks & Recreation
Board
 - ABC Board
- short term Rental

Rationale and qualifications for serving: Experience with short term rentals, both airbnb's and hotel management. Resident inside town limits. Resident on a road with 5+ short term rentals.

Other volunteer activities in which you are currently involved, including other Boards or Committees:
Currently - None

Other information you feel might be pertinent, including current or prior occupation or resume:
Previous manager of the Willowbrook Inn. Currently managing private properties in Lake Lure (exception of money). Licensed N.C. Real Estate Broker; 25yrs experience as a paralegal with →

Signature: Beth Heer Date: 7-25-24

Cont.

experience and understanding of Government
and municipalities. Degree in Political Science
with minor in English.



Volunteer Board Application

Name

Anna DeMatteis

Address

295 Seton Rd, Lake Lure, North Carolina 28746

Amount of time as a Lake Lure resident:

Owned a second home/STR since Dec 2021

Home Phone

Mobile Phone

(828) 713-2072

Email

annak.dematteis@gmail.com

Please check the appropriate box and indicate a preference if checking more than one.

Choice

Short Term Rental Advisory Board

Rationale and qualifications for serving:

I grew up going to Lake Lure to my grandmother’s house since I was toddler. I have family members who still own second homes on Lake Lure and I now have a second home/STR here. I am very invested in the area and want to see the very best for the town. I live in Asheville for my primary residence and visit Lake Lure frequently.

Other Volunteer activities in which you are currently involved, including other Boards or Committees:

Not currently on any volunteer committees

Other information you feel might be pertinent, including current or prior occupation of resume:

Resume (Optional)

Signature

Date

8/5/2024

Anna DeMatteis

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**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: August 28, 2024**

SUBJECT: Consider Approval of Public Services Administrative Support Specialist/GIS Technician Position Description

AGENDA INFORMATION:

Item Number: XII
Department: Public Services
Contact: Dean Lindsey, Public Services Director
Presenter: Dean Lindsey, Public Services Director

BRIEF SUMMARY:

The Public Services Department has a vacant administrative support position. The Town has had a GIS intern this summer who has worked primarily with public works mapping utilities. This intern is interested in filling the administrative role while adding a dual role as GIS Technician. This is a public services position, but the GIS skills will be used to assist various other departments (e.g. Community Development).

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve Public Services Administrative Support Specialist/GIS Technician Position Description.

ATTACHMENTS:

Proposed Public Services Administrative Support Specialist/GIS Technician Position Description.

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends approval.

Public Services Administrative and GIS Technician

Primary Reason Why Classification Exists

To perform a variety of specialized administrative, technical, and GIS mapping support to the Lake Lure Public Services Departments.

Distinguishing Features of the Class

An employee in this class is responsible in assisting the Public Services Director with maintaining CMMS program, scheduling, purchasing, state reporting programs, and various other administrative tasks in the department. Employee will receive and process sewer and water tap applications and transfers and will prepare and process the meter routes each month. The employee is also responsible for establishment and maintenance of GIS mapping for various Town departments. Work requires maintaining all vendor and contractor invoicing and insurance regulations. Employee is subject to hazards in Public Works Services work including working in both inside and outside environments, noises. Work is performed under general supervision of the Public Services Director and is reviewed through observation, conferences, reports and review of work performed in the assigned areas of responsibility.

Illustrative Examples of Work

- Oversees activities associated with monthly reporting to Federal and NC State agencies to ensure the town is in compliance within given operating parameters.
- Operates as an administrator for the Town's Computerized Maintenance Management System which entails working with technicians to create an effective preventative maintenance program.
- Assist with scheduling of short term and long-term projects for the department.
- Coordinates departmental meetings and completes monthly departmental reports.
- Answers telephone calls; greets visitors to the Lake Operations facility; provides general information to the public relating to public services and utilities or forwards calls and visitors to appropriate staff.
- Utilize Arc GIS Pro to build and maintain the Town of Lake Lure GIS system
- Establishes base map layers including: roads, public works infrastructure, photography, rivers, water ways, and zoning
- Inserts property boundaries, town limits, zoning districts and overlay zones into GIS system
- Performs data collection and input
- Reviews old plans, maps, and documents of past and current town projects to discover points of data entry
- Completes on-site field work to record new data points and confirm existing data points; data entry including entering data points for manholes, water valves, sewer lines
- Uses GIS to check for property information
- Conducts research on variety of issues for the Town based on requests
- Files and retrieves materials; conducts research on variety of issues for the department based on requests; initiates follow-up action based on findings
- Provides GIS training for department personnel
- Performs related duties as required.

Knowledge, Skills and Abilities

- Considerable knowledge of standard operating practices involved in modern office operation and serving the public
- Considerable knowledge of the policies, procedures, and processes of the town in handling public services issues and concerns.
- Working knowledge of paraprofessional accounting principles, practices, and procedures.
- Ability to explain rules and regulations concerning applications for utilities services
- Ability to review work of other employees, including assigning and support for work completion.
- Ability to process and complete necessary records, reports, and other paperwork provide a stable data stream to the department.
- Strong Arc GIS Pro skills
- Effective administrative, computer and spreadsheet skills (Excel preferred)
- Skilled in planning, setting priorities and organizing work, and in establishing and maintaining effective office processes and files for easy retrieval of files and reports
- Ability to use sound judgment in problem solving and to research, gather and analyze data, and generate reports and provide accurate information
- Ability to communicate effectively in person, by telephone and in writing
- Ability to develop and maintain effective working relationships fellow employees and the general public
- Working knowledge of work hazards and applicable safety precautions related to the work.
- Ability to understand and follow oral and written instructions and to learn new tasks and skills.

Physical Requirements

Must be able to physically perform the basic operational functions of climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, grasping, feeling, talking, hearing, and repetitive motions. Must be able to perform light work exerting up to 20 pounds of force occasionally; and/or up to 10 pounds of force frequently; and/or a negligible amount of force constantly to move objects. Must possess the visual acuity to prepare and analyze data and figures, perform accounting tasks, operate a computer terminal, do extensive reading, drive a motor vehicle and be able to inspect work of others.

Working Conditions

Work is performed both inside and in outside environmental conditions including extreme heat and cold with snow and ice. Employee is subject to noise which may cause the employee to shout in order to be heard above the ambient noise level. Employee is subject to vibration, such as exposure to oscillating movements of the extremities or whole body and is also subject to workplace hazards including proximity to moving mechanical parts or exposure to chemicals, oils and fuels. Employee is subject to atmospheric conditions due to exposure to fumes, odors, and dusts.

Minimum Qualifications

Bachelor's Degree in geography; geographical information systems (GIS) or a closely related field and one (1) year of related experience GIS/mapping or related work; or equivalent combination of education and experience. Experience in public administration is preferred.

Special Requirements

- Valid North Carolina Driver's License
- Must be able to attain the North Carolina Property Mappers Association (NCPMA) Mapper designation within three (3) years of employment.

FLSA Status:

Non-exempt

Disclaimer

This classification specification has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities, and qualifications required of employees to perform the job. The Town of Lake Lure reserves the right to assign or otherwise modify the duties assigned to the classification.

August 2024

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: August 28, 2024**

SUBJECT: Town Manager/Project Updates

AGENDA INFORMATION:

Item Number: XIII
Department: Administration
Contact: Olivia Stewman, Town Manager
Presenter: Olivia Stewman, Town Manager

BRIEF SUMMARY:

Town Manager Olivia Stewman will provide Council with project and any other updates that are not included on the meeting agenda. Council will also have the opportunity to ask any questions.

ATTACHMENTS:

August Town Manager/Project Updates

August Work Session and Action Meeting Town Manager/Project Updates

Dredging:

Dredging operations are underway in the main channel. The current plan is continue hydraulically dredging in this area as needed and to mechanically dredge near Firefly Cove during the lake drawdown. LaBella and the Town are still in the process of obtaining an individual permit allowing larger scale mechanical dredging and we still anticipate receiving this permit in January.

Drain Valve Installation:

Drilling below the dam was recently completed. Morgan Corporation is currently awaiting the delivery of 72 inch pipe which is currently undergoing minor repairs. The next major steps are delivery and installation of the knife gate valve, which is currently in Morgan Corporation's possession. We are still waiting for an inspection and delivery date for the jet flow valve, but it is expected within the next couple of weeks. The completion of the project is still set for this fall.

Sewer:

During the upcoming drawdown (Jan 1, 2025 – March 15, 2025), Town staff and the sewer replacement project design-build team plans to investigate the backshore and existing sewer system to identify the most logical next phases that will occur during the next drawdown period. LaBella is evaluating the most cost-effective way to proceed with the replacement of the sewer.

Dam/Dam Replacement:

Schnabel Engineering is steadily working towards the completion of the replacement dam investigation and design work. In the interim, the Town has tasked Schnabel with providing us with proposed work orders to assess the repair or replacement of the tainter gates. Schnabel should have the proposed work orders finalized within the next couple of weeks.

Morse Park Improvements:

Odom Engineering is beginning the design for the next phase of the Morse Park improvements. This phase will include enhanced parking, restrooms, and an expanded walking trail. Odom anticipates the completion of the design by the end of this year. After the design is completed, the Town will solicit bids for construction. The goal is to have construction underway by March 2025.

Lead Service Lines Inventory:

Field investigations for the LSL inventory were completed in late July. LaBella is currently working on the finalized report which is anticipated to be completed in early September.

Asset Inventory Assessments (AIA):

LaBella anticipates the completion of field investigations for the sewer AIA within the next couple of weeks. After this, they will be working on the findings report which is set to be complete in October. Data collection has wrapped up for the water AIA and the next steps are system modeling, field investigation, and findings report.

XIV CLOSED SESSION

*In accordance with G.S. 143-318.11(a) () Lfor
the purpose of disci gg]b[DfcdYfhm5ei]g]hcb`
cf`Ya d`cna YbhVbhfUMg"*

XV

ADJOURNMENT